

BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (SBN 175783)
fbottini@bottinilaw.com
Nicholaus H. Woltering (SBN 337193)
nwoltering@bottinilaw.com
7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
Telephone: (858) 914-2001
Facsimile: (858) 914-2002

Attorneys for Plaintiff Robyn Reilman

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

ROBYN REILMAN, an
individual, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

FCA US, LLC,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

- 1. VIOLATION OF CALIFORNIA
UNFAIR BUSINESS PRACTICES ACT;**
- 2. VIOLATION OF CALIFORNIA FALSE
ADVERTISING LAW;**
- 3. VIOLATION OF CALIFORNIA
CONSUMER LEGAL REMEDIES ACT;**
- 4. VIOLATION OF THE MAGNUSON-
MOSS WARRANTY ACT;**
- 5. BREACH OF EXPRESS WRITTEN
WARRANTY;**
- 6. BREACH OF IMPLIED WARRANTY
OF MERCHANTABILITY;**
- 7. FRAUD AND DECEIT;**
- 8. NEGLIGENT MISREPRESENTATION;**
- 9. UNJUST ENRICHMENT; AND**
- 10. NEGLIGENCE**

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

	Page(s)
I. INTRODUCTION.....	1
II. JURISDICTION AND VENUE.....	3
III. FACTUAL ALLEGATIONS.....	4
A. Plaintiff ROBYN REILMAN.....	4
B. Defendant FCA US, LLC.....	5
IV. CLASS ACTION ALLEGATIONS.....	9
V. CLAIMS.....	13
FIRST CLAIM:	
[Violation of California Business & Professions Code Sections 17200, <i>et seq.</i> –	
Unfair Business Practices Act]	13
SECOND CLAIM:	
[Violation of California Business & Professions Code Sections 17500, <i>et seq.</i> –	
False Advertising Law]	16
THIRD CLAIM:	
[Violation of California Civil Code Sections 1750, <i>et seq.</i> –	
Consumers Legal Remedies Act].....	18
FOURTH CLAIM:	
[Violation of 15 U.S.C. Section 2301, <i>et seq.</i> –	
the Magnuson-Moss Warranty Act].....	20
FIFTH CLAIM:	
[Breach of Express Written Warranty –	
California Civil Code Sections 1791.2(a) & 1794]	22
SIXTH CLAIM:	
[Breach of Implied Warranty of Merchantability –	
California Civil Code Sections 1791.1; 1794; & 1795.5]	23
SEVENTH CLAIM:	
[Fraud and Deceit]	25
EIGHTH CLAIM:	
[Negligent Misrepresentation]	26

1	NINTH CLAIM:	
2	[Unjust Enrichment].....	27
3	TENTH CLAIM:	
4	[Negligence].....	28
5	VI. PRAYER FOR RELIEF.....	29
6	VII. DEMAND FOR JURY TRIAL.....	30
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1 Plaintiff **ROBYN REILMAN**, an individual, on behalf of herself and on behalf
 2 of all others similarly situated (*i.e.*, the members of the Plaintiff Class described and
 3 defined within this Complaint), brings this class action complaint against Defendant
 4 **FCA US, LLC** (herein after “Defendant”). Plaintiff herein alleges as follows:

5 **I. INTRODUCTION**

6 1. This consumer class action arises out of Defendant’s failure to disclose a
 7 uniform and widespread defect causing its 2017 to 2018 Chrysler Pacifica Plug-in
 8 Hybrid Electric Vehicles (“PHEVs”) to explode and catch fire. Defendant admits that
 9 the root cause of the fires is unknown, and that no remedy exists to date. This class
 10 action primarily challenges the pervasive false advertisements disseminated by
 11 Defendant regarding the utility, functionality, and safety of its 2017 to 2018 Chrysler
 12 Pacifica PHEVs. Exploiting the United States consumers’ market preference for both
 13 hybrid vehicles and minivans, Defendant undertook in scope an almost unprecedented
 14 marketing campaign to sell its vehicles by claiming that its vehicles are family friendly
 15 and safe.

16 2. The vehicles (hereinafter “Class Vehicles”) are the 2017 and 2018 models
 17 of the Chrysler Pacifica PHEVs. The Class Vehicles are at risk of exploding or
 18 catching fire due to an unknown root cause, resulting in an immediate risk to the
 19 vehicles’ occupants or the property surrounding the vehicles. On February 11, 2022,
 20 after receiving numerous complaints regarding Class Vehicle fires, Defendant FCA,
 21 US LLC issued Recall No. 22V-077 (hereinafter, the “Recall” or “Chrysler Recall”) for the Class Vehicles.¹ Defendant has asked owners of Class Vehicles to abstain from
 23 plugging in their minivans and parking near buildings and other cars after its internal
 24 investigation uncovering twelve (12) fires among the Chrysler minivans.

25 3. Plaintiff ROBYN REILMAN (“Plaintiff” or “Mrs. Reilman”) is from
 26 Valley Glen, California. Mrs. Reilman purchased a 2018 Chrysler Pacifica PHEV in
 27

28 ¹ NHTSA, Part 573 Safety Recall Report 22V-077 (February 11, 2022)
 [hereinafter **Exhibit A**].

1 2018. Plaintiff, for herself and all others similarly situated, brings this class action in
2 response to the serious manufacturing defect in their minivans that can result in
3 catastrophic damages to their vehicles. Plaintiff, for herself and all others similarly
4 situated, brings this action for reimbursement of the purchase price of the vehicles as
5 well as other relief as deemed proper by this Court, pursuant to the Unfair Business
6 Practices Act (California Business & Professions Code § 17200, *et seq.*); False
7 Advertising (California Business & Professions Code § 17500, *et seq.*); Consumers
8 Legal Remedies Act (California Civil Code § 1750, *et seq.*); the Magnuson-Moss
9 Warranty Act (15 U.S.C. § 2301, *et seq.*); breach of express written warranty; breach
10 of implied warranty of merchantability; fraud and deceit; negligent misrepresentation,
11 unjust enrichment; and negligence.

12 4. Based on information and belief, Defendant FCA US, LLC is a limited
13 liability company which is organized and in existence under the laws of the State of
14 Delaware, and its principal place of business is in the State of Michigan. At all times
15 relevant herein, Defendant was engaged in the business of designing, manufacturing,
16 constructing, assembling, marketing, distributing, and selling automobiles and other
17 motor vehicles and motor vehicle components in the United States. From its
18 headquarters in Michigan, Defendant FCA US, LLC marketed the Class Vehicles to
19 consumers.

20 5. Based on information and belief, Plaintiff alleges that at all times
21 mentioned herein, Defendant and all unknown co-conspirators were an agent, servant,
22 employee and/or joint venture of each other, and were at all times acting within the
23 course and scope of said agency, service, employment, and/or joint venture with full
24 knowledge, permission, and consent of each other. In addition, each of the acts and/or
25 omissions of each Defendant and unknown co-conspirators alleged herein were made
26 known to, and ratified by, Defendant. Plaintiff will seek leave of Court to amend this
27 Complaint to reflect the true names and capacities of the unknown co-conspirators
28 when such identities become known.

6. To the extent that there are any statutes of limitations applicable to Plaintiff's and Class Members' claims, the running of the limitations periods has been tolled by, *inter alia*, the following doctrines or rules: equitable tolling, the discovery rule, the fraudulent concealment rules, equitable estoppel, the repair rule, and/or class action tolling.

II. JURISDICTION AND VENUE

7. **Subject Matter Jurisdiction.** This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d), because this is a class action in which the matter in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and there are 100 or more class members who are citizens of different states from Defendant.

8. **Personal Jurisdiction.** This Court has personal jurisdiction over Plaintiff because Plaintiff resides in Los Angeles County and submits to the Court's jurisdiction. This Court has personal jurisdiction over Defendant because Defendant has conducted and continues to conduct substantial business in California, and has sufficient minimum contacts with California in that (1) Defendant FCA US, LLC, is registered to do business in the State of California with its registered office located at the address: 5000 Birch Street, Suite 10000, Newport Beach, Orange County, State of California; (2) Defendant FCA US, LLC maintains its "Los Angeles Parts Distribution Center" located at 5141 Santa Ana Street, Ontario, CA 91761 (San Bernardino County); (3) Defendant FCA US, LLC maintains dealerships selling Class Vehicles across the United States, including California; (4) Defendant engaged in a media campaign targeting California consumers; and (5) as noted by Chrysler, forty percent of all hybrids are sold in the State of California. California is the biggest minivan market in the country. *See infra*, Section III.B. at ¶ 26

9. **Venue.** Venue is proper in the United States District Court for the Central District of California pursuant to 28 U.S.C. § 1391(b) because Defendant does business within the state of California. Defendant sells a substantial number of

1 automobiles in this District, and has dealerships in this District, including a dealership
2 located in Chatsworth, California, County of Los Angeles. Venue is also proper
3 because Defendant caused harm to Class Members residing in this District.

4 **III. FACTUAL ALLEGATIONS**

5 **A. Plaintiff ROBYN REILMAN**

6 10. Plaintiff is a resident and citizen of Valley Glen, California. She
7 purchased a new 2018 Chrysler Pacifica PHEV in 2018 at a dealership located in
8 Chatsworth, California, Los Angeles County.

9 11. Since the Recall, Mrs. Reilman has been left with a vehicle that could
10 catch fire at any second, resulting in an immediate risk to her vehicles' occupants,
11 including her husband, or the property surrounding her vehicle.

12 12. Mrs. Reilman called the telephone number listed in the recall notice that
13 she received for her vehicle to see if she can proceed with a buyback request for the
14 vehicle. After speaking to multiple people, Mrs. Reilman's request was denied without
15 a clear explanation. Instead, she was advised to park her car in an empty lot
16 somewhere.

17 13. Mrs. Reilman is concerned about the safety hazard noted in the recall
18 notice; however, she has no other choice but to use her dangerous vehicle, including
19 parking her vehicle inside her garage.

20 14. Mrs. Reilman made the decision to purchase a 2018 Chrysler Pacifica
21 PHEV after researching, viewing, and relying on television, print, and online Chrysler
22 advertisements depicting the Class Vehicle as the "most family friendly minivan in its
23 class," and assuring consumers that, "[y]our family's safety and security are what
24 matter most."² Based on information and belief, those same television, print and
25
26

27 ² 2018 Chrysler Pacifica Brochure [https://cdn.dealereprocess.org/cdn/brochures/](https://cdn.dealereprocess.org/cdn/brochures/chrysler/2018-pacifica.pdf)
28 [chrysler/2018-pacifica.pdf](https://cdn.dealereprocess.org/cdn/brochures/chrysler/2018-pacifica.pdf) (2018) (Last accessed: April 4, 2022) [hereinafter **Exhibit B**].

1 online advertisements were disseminated by Defendant throughout California and the
2 United States regarding the safety of the Class Vehicles.

3 15. When researching the Class Vehicles by reviewing Defendant's websites,
4 television commercials, and print advertisements in magazines, Mrs. Reilman was
5 impressed with the utility and safety of the vehicles, which led her to believe that her
6 vehicle would be safe, functional, and she would be able to park it anywhere, including
7 at her own house. Mrs. Reilman relied heavily on these advertisements in deciding to
8 buy her vehicle.

9 16. Based on these representations, Mrs. Reilman reasonably believed that
10 she would be able to safely drive her vehicle and that it would not unexpectedly catch
11 fire. Furthermore, none of these advertisements provided a clear or understandable
12 disclaimer that the Class Vehicles were susceptible to spontaneous combustion or
13 would be unsafe.

14 17. After purchasing the vehicle, Mrs. Reilman discovered that her vehicle
15 would not be safely parked, that her vehicle could catch fire, and ultimately was not
16 safe for her or her husband. Had it been disclosed to Mrs. Reilman that Defendant's
17 advertisements of the safety of Class Vehicles were false, she would have considered
18 buying a different vehicle. Based on information and belief, Defendant's false
19 advertisements made to Mrs. Reilman were part of a targeted marketing plan executed
20 by Defendant to class members throughout California and the United States.

21 18. Mrs. Reilman, therefore, has been damaged, and seeks, on behalf of
22 herself and all others similarly situated, monetary damages and injunctive and other
23 equitable relief for Defendant's misconduct in the design, manufacture, marketing,
24 sale, and lease of the Class Vehicles as alleged in this Class Action Complaint.

25 **B. Defendant FCA US, LLC**

26 19. FCA US, LLC offers passenger cars, utility vehicles, minivans, trucks,
27 and commercial vans, as well as distributes automotive service parts and accessories.
28 As the North American arm of Fiat Chrysler Automobiles, FCA US, LLC

1 manufactures a range of vehicles under its Fiat and Chrysler brands, including Jeep,
2 Ram, Dodge, Alfa Romeo, and Abarth at 45 plants in the United States and Mexico. It
3 ships about 2.5 million vehicles every year. It also features its parent's trademarked
4 MOPAR automobile parts and service brand which carries more than 500,000 parts,
5 options, and accessories for vehicle customization.

6 20. The Chrysler Recall admits that Chrysler has no remedy at the moment
7 for the Class Vehicles: "FCA US will conduct a voluntary safety recall on all affected
8 vehicles. Remedy is under development. Until further notice, the Company is advising
9 owners of these hybrid vehicles to refrain from recharging them, and to park them
10 away from structures and other vehicles." The Recall report states that, "Remedy is
11 under development. Root cause is unknown."³

12 21. FCA US, LLC contends that the "root cause is unknown" and the
13 "remedy is under development," in its Recall Report. Defendant describes the safety
14 risk of a vehicle fire to consumers as, "an increased risk of occupant injury and/or
15 injury to persons outside the vehicle, as well as property damage." This is true, "even
16 with the ignition in the 'OFF' mode."

17 22. As a result, Class Vehicle owners and lessees have been burdened with
18 vehicles that do not perform as advertised and cannot be safely parked like other cars.
19 Due to the undisclosed defect, Plaintiff and Class Members were deprived the benefit
20 of their bargain in purchasing or leasing their Class Vehicles. Further, Plaintiff and
21 Class Members suffered an ascertainable loss of money, property, and/or value of their
22 Class Vehicles.

23 23. A total of 19,808 minivans are included in the Recall, with 16,741 in the
24 United States, 2,317 in Canada and an additional 750 in places outside North
25
26
27
28

³ See Exh. A at 3.

America.⁴ Defendant estimates that the estimated percentage of Class Vehicles with the unknown defect is 100%.

24. Although Defendant reports that the “root cause [of the fires] is unknown,” it represented to 2017 and 2018 Chrysler Pacifica PHEV consumers that the minivan was suited as a family vehicle and that the minivan sported numerous safety and security features.

25. Defendant represented to consumers of the **2017 Chrysler Pacifica PHEV** that the minivan was suited for “family utility” and consumers’ “family’s active lifestyle.”⁵ Defendant emphasized that the minivan was a “family room on wheels,” and reassured consumers that, “your family’s safety and security are what matter most.” Further, Defendant highlighted the 2017 Chrysler Pacifica PHEV as having “100+ standard and available safety & security features.” (Exh. C). Defendant represented in its materials that, “paramount to helping protect you and your family is over 100 standard and available safety and security features that automatically react in the blink of an eye.” (*Id.*) Based on information and belief, these representations were disseminated by FCA US, LLC throughout California and the United States regarding the safety of the vehicle.

26. Similarly, Defendant represented to consumers of the **2018 Chrysler Pacifica PHEV** that the minivan was “here to serve your real life with care as the most family friendly minivan in its class.” (Exh. B). Defendant emphasized the 2018 minivan’s numerous safety and security features. (*Id.*) Defendant highlighted its mission for reducing emissions, and helping consumers “see savings.” (*Id.*) Defendant advertised the 2018 Chrysler Pacifica PHEV as having “a 33-mile electric

⁴ Steven Ewing, “Chrysler Pacifica Hybrid Recalled Due to Fire Risk.” *Roadshow*, CNET, 14 Feb. 2022, <https://www.cnet.com/roadshow/news/chrysler-pacifica-hybrid-minivan-fire-recall/>. (Last accessed: April 4, 2022).

⁵ *The All-New 2017 Chrysler Pacifica - Cdn.dealereprocess.org*. <https://cdn.dealereprocess.org/cdn/brochures/chrysler/2017-pacifica.pdf> (Last accessed: April 4, 2022) [hereinafter **Exhibit C**].

1 driving range,” and “less dependent on gas, helping you produce less emissions for a
 2 greener planet.” (*Id.*) Further, the 2018 Chrysler Pacifica marketing campaign
 3 targeted California specifically. “Forty percent of all hybrids are sold in the State of
 4 California—it’s also the biggest minivan market in the country—so it makes perfect
 5 sense that we say the Chrysler Pacifica Hybrid is the ‘Official Family Vehicle for
 6 California,’” claimed Tim Kuniskis of FCA US, LLC’s North America branch.⁶
 7 (Emphasis added). The advertisements included broadcasting, print, radio, social
 8 media, and even billboards across the state. The full 360-degree campaign included
 9 California’s state bird, the valley quail, the state animal, the grizzly bear, the state
 10 reptile, the desert tortoise, and even the state’s rock, the serpentine.⁷ Based on
 11 information and belief, these representations were disseminated by FCA US, LLC
 12 throughout California and the United States regarding the safety, and efficiency of the
 13 vehicle.

14 27. Instead of performing as Defendant advertised, the Class Vehicles pose a
 15 significant safety risk to Class Vehicle owners and lessees, their families, other
 16 occupants in the vehicles, and surrounding property.

17 28. This is not the first recall for the Pacifica Hybrid, nor the first for
 18 unexpected fires. Defendant recalled 27,634 Chrysler Pacifica PHEVs in response to a
 19 similar fire-related problem in 2020.⁸ Owners were warned to park their vehicles
 20

21 ⁶ “Chrysler Brand Launches California-Specific Multimedia Marketing
 22 Campaign for Chrysler Pacifica Plug-in Hybrid Minivan.” *Chrysler Brand Launches*
 23 *California-Specific Multimedia Marketing Campaign for Chrysler Pacifica Plug-in*
 24 *Hybrid Minivan*, 26 June 2018, [https://www.prnewswire.com/news-releases/chrysler-](https://www.prnewswire.com/news-releases/chrysler-brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-pacifica-plug-in-hybrid-minivan-300534089.html)
 25 [brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-](https://www.prnewswire.com/news-releases/chrysler-brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-pacifica-plug-in-hybrid-minivan-300534089.html)
 26 [pacifica-plug-in-hybrid-minivan-300534089.html](https://www.prnewswire.com/news-releases/chrysler-brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-pacifica-plug-in-hybrid-minivan-300534089.html). (Last accessed: April 4, 2022).

25 ⁷ *Ibid.* (Last accessed: April 4, 2022).

26 ⁸ Keith Barry, “Don’t Plug in Pacifica Hybrids Due to Fire Risk, Chrysler Says.”
 27 *Consumer Reports*, 15 Feb. 2022, [https://www.consumerreports.org/car-recalls-](https://www.consumerreports.org/car-recalls-defects/dont-plug-in-pacifica-hybrids-due-to-fire-risk-chrysler-says-a7408763338/#:~:text=After%2012%20reports%20of%20cars,a%20recall%20fix%20is%20available.)
 28 [defects/dont-plug-in-pacifica-hybrids-due-to-fire-risk-chrysler-says-](https://www.consumerreports.org/car-recalls-defects/dont-plug-in-pacifica-hybrids-due-to-fire-risk-chrysler-says-a7408763338/#:~:text=After%2012%20reports%20of%20cars,a%20recall%20fix%20is%20available.)
[a7408763338/#:~:text=After%2012%20reports%20of%20cars,a%20recall%20fix%20is%20available](https://www.consumerreports.org/car-recalls-defects/dont-plug-in-pacifica-hybrids-due-to-fire-risk-chrysler-says-a7408763338/#:~:text=After%2012%20reports%20of%20cars,a%20recall%20fix%20is%20available.). (Last accessed: April 4, 2022).

1 outside back in 2020 (“2020 Recall”), due to a poor connection to the vehicle’s 12-volt
2 battery that could cause a fire.⁹

3 29. FCA US, LLC has been aware of the unexpected fires since at least 2020,
4 the date of its first fire-related recall of 27,634 Chrysler Pacifica PHEVs.¹⁰ Even after
5 the 2020 recall, fires are continuing to occur.

6 30. FCA US, LLC began notifying dealers and owners on or about April 2,
7 2022. (Exh. A, pg. 3). There is no justifiable reason for this delay, particularly
8 because Defendant has done little more than warn its consumers to refrain from
9 charging them and parking them away from other structures and buildings. This so-
10 called “fix” leaves consumers with a vehicle that is nearly useless and at risk of
11 immediate fire—resulting in harm to Class Vehicle owners and lessees.

12 31. Defendant’s knowledge of the unexpected fires, and its subsequent
13 inaction, has resulted in harm to Plaintiff and Class Members.

14 **IV. CLASS ACTION ALLEGATIONS**

15 32. Plaintiff brings this class action pursuant to FRCP 23(b)(3), on behalf of
16 herself and all others similarly situated, as a member of the proposed class (hereafter
17 “The Class”), as defined as follows:

18 All owners of Class Vehicles who purchased or leased their
19 vehicles in the United States.

22 ⁹ Lewin Day, “Chrysler Pacifica Hybrid Recalled for Fire Risk, so Don’t Plug
23 Yours In.” *The Drive*, 15 Feb. 2022, [https://www.thedrive.com/news/44308/chrysler-](https://www.thedrive.com/news/44308/chrysler-pacifica-hybrid-recalled-for-fire-risk-so-dont-plug-yours-in#:~:text=Plug-in%20hybrids%20have%20the%20benefit%20over%20their%20regular,recall%20for%20unexpected%20fires%2C%20according%20to%20Consumer%20Re)
24 [pacifica-hybrid-recalled-for-fire-risk-so-dont-plug-yours-in#:~:text=Plug-](https://www.thedrive.com/news/44308/chrysler-pacifica-hybrid-recalled-for-fire-risk-so-dont-plug-yours-in#:~:text=Plug-in%20hybrids%20have%20the%20benefit%20over%20their%20regular,recall%20for%20unexpected%20fires%2C%20according%20to%20Consumer%20Re)
25 [in%20hybrids%20have%20the%20benefit%20over%20their%20regular,](https://www.thedrive.com/news/44308/chrysler-pacifica-hybrid-recalled-for-fire-risk-so-dont-plug-yours-in#:~:text=Plug-in%20hybrids%20have%20the%20benefit%20over%20their%20regular,recall%20for%20unexpected%20fires%2C%20according%20to%20Consumer%20Re)
ports. (Last accessed: April 4, 2022).

26 ¹⁰ Keith Barry, “Park Your Pacifica Hybrid Outside until Fire Risk Is Fixed,
27 Chrysler Says.” *Consumer Reports*, 12 June 2020,
28 [https://www.consumerreports.org/car-recalls-defects/park-chrysler-pacifica-hybrid-](https://www.consumerreports.org/car-recalls-defects/park-chrysler-pacifica-hybrid-outside-until-fire-risk-is-fixed/)
outside-until-fire-risk-is-fixed/. (Last accessed: April 4, 2022).

1 Excluded from the above class is any entity in which Defendant has a controlling
2 interest, and officers or directors of Defendant.

3 33. Alternatively, Plaintiff proposes a California class, as defined as follows:

4 All owners of Class Vehicles who purchased or leased their
5 vehicles in California.

6
7 Excluded from the above class is any entity in which Defendant has a controlling
8 interest, and officers or directors of Defendant.

9 34. This action is brought as a class action and may properly be so maintained
10 pursuant to the provisions of Federal Rules of Civil Procedure 23, to amend or modify
11 the Class description with greater specificity or further division into subclasses or
12 limitation to particular issues, based on the results of discovery.

13 35. **Numerosity of the Class.** The members of the Class are so numerous
14 that their individual joinder is impracticable. Plaintiff is informed and believes that
15 there are at least 16,741 purchasers in the Class—reflecting the number of Class
16 Vehicles Defendant recalled. Inasmuch as the class members may be identified
17 through business records regularly maintained by Defendant and its employees and
18 agents, and through the media, the number and identities of class members can be
19 ascertained. Members of the Class can be notified of the pending action by e-mail,
20 mail, and supplemental published notice, if necessary.

21 36. **Existence and Predominance of Common Questions of Fact and Law.**
22 There are questions of law and fact common to the Class. These questions
23 predominate over any questions affecting only individual Class Members. These
24 common legal and factual issues include, but are not limited to:

- 25 a. Whether Defendant engaged in the conduct alleged herein;
26 b. Whether Defendant had knowledge of the heightened fire risk in the
27 Class Vehicles when they placed Class Vehicles into the stream of
28 commerce in the United States;

- c. Whether Defendant should have had knowledge of the heightened fire risk in the Class Vehicles when they placed Class Vehicles into the stream of commerce in the United States;
- d. When Defendant became aware of the defect causing fires in Class Vehicles;
- e. Whether Defendant knowingly failed to disclose the existence and cause of the defect in the Class Vehicles;
- f. Whether Defendant knowingly concealed the defect in the Class Vehicles;
- g. Whether Defendant's conduct as alleged herein violates consumer protection laws;
- h. Whether Defendant's conduct as alleged herein violates warranty laws;
- i. Whether Defendant's conduct as alleged herein violates the other laws as set forth in the causes of action;
- j. Whether Plaintiff and Class Members have suffered an ascertainable loss as a result of the defect; and
- k. Whether Plaintiff and Class Members are entitled to damages and equitable relief.

37. **Typicality.** Plaintiff's claims are typical of the other Class Members' claims because all Class Members were comparably injured through Defendant's substantially uniform misconduct as described above. The Plaintiff representing the Class is advancing the same claims and legal theories on behalf of herself and all other members of the Class that she represents, and there are no defenses that are unique to Plaintiff. The claims of the Plaintiff and the Class Members arise from the same operative facts and are based on the same legal theories.

38. **Adequacy of Representation.** Plaintiff is an adequate Class representative because her interests do not conflict with the interests of the other

1 members of the Class she seeks to represent; Plaintiff has retained counsel competent
2 and experienced in complex class action litigation; and Plaintiff intends to prosecute
3 this action vigorously. The Class's interest will be fairly and adequately protected by
4 Plaintiff and her counsel.

5 39. **Predominance and Superiority.** This suit may be maintained as a class
6 action under Federal Rule of Civil Procedure 23(b)(3), because questions of law and
7 fact common to the Class predominate over the questions affecting only individual
8 members of the Class and a class action is superior to other available means for the fair
9 and efficient adjudication of this dispute. The damages suffered by individual class
10 members are small compared to the burden and expense of individual prosecution of
11 the complex and extensive litigation needed to address Defendant's conduct. Further,
12 it would be virtually impossible for the members of the Class to individually redress
13 effectively the wrongs done to them. In addition, individualized litigation increases
14 the delay and expense to all parties and to the court system resulting from complex
15 legal and factual issues of the case. Individualized litigation also presents a potential
16 for inconsistent or contradictory judgments. By contrast, the class action device
17 presents a potential for managing difficulties; allows the hearing of claims which
18 might otherwise go unaddressed because of the relative expense of bringing individual
19 lawsuits; and provides the benefits of single adjudication, economies of scale, and
20 comprehensive supervision by a single court.

21 40. The Class Plaintiff contemplates the eventual issuance of notice to the
22 proposed Class Members setting forth the subject and nature of the instant action.
23 Upon information and belief, Defendant's own business records and electronic media
24 can be utilized for the contemplated notices. To the extent that any further notices may
25 be required, the Class Plaintiff would contemplate the use of additional media and/or
26 mailings.

27 41. This action is properly maintained as a Class Action pursuant to Rule
28 23(b) of the Federal Rules of Civil Procedure, in that: **(a)** Without class certification

1 and determination of declaratory, injunctive, statutory and other legal questions within
 2 the class format, prosecution of separate actions by individual members of the Class
 3 will create the risk of: (i) inconsistent or varying adjudications with respect to
 4 individual members of the Class which would establish incompatible standards of
 5 conduct for the parties opposing the Class; or (ii) adjudication with respect to
 6 individual members of the Class which would as a practical matter be dispositive of
 7 the interests of the other members not parties to the adjudication or substantially impair
 8 or impede their ability to protect their interests; (b) The parties opposing the Class
 9 have acted or refused to act on grounds generally applicable to each member of the
 10 Class, thereby making appropriate final injunctive or corresponding declaratory relief
 11 with respect to the Class as a whole; or (c) Common questions of law and fact exist as
 12 to the members of the Class and predominate over any questions affecting only
 13 individual members, and a Class Action is superior to other available methods of the
 14 fair and efficient adjudication of the controversy, including consideration of: (i) the
 15 interests of the members of the Class in individually controlling the prosecution or
 16 defense of separate actions; (ii) the extent and nature of any litigation concerning
 17 controversy already commenced by or against members of the Class; (iii) the
 18 desirability or undesirability of concentrating the litigation of the claims in the
 19 particular forum; and (iv) the difficulties likely to be encountered in the management
 20 of a Class Action.

21 **V. CLAIMS**

22 **FIRST CLAIM:**

23 [Violation of California Business & Professions Code Sections 17200, *et seq.* –
 24 Unfair Business Practices Act]

25 42. Plaintiff re-alleges and incorporates by reference each of the allegations
 26 contained in the preceding paragraphs of this Complaint as though fully alleged in this
 27 Cause of Action.

28 43. California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) is designed to protect consumers from unlawful, unfair or fraudulent business

1 acts or practices, including the use of any deception, fraud, misrepresentation, or the
2 concealment, suppression or omission of any material fact.

3 44. At times, places, and involving participants known exclusively to
4 Defendant and third parties and concealed from Plaintiff, Defendant has engaged in
5 unlawful, unfair, and fraudulent business practices in violation of the UCL as set forth
6 above. Defendant's business practices, set forth in this Complaint, are deceptive and
7 violate Section 17200 because their practices are likely to deceive consumers in
8 California.

9 45. Defendant overstated the utility and safety of Class Vehicles by marketing
10 the Class Vehicles as having over 100 safety and security features to keep consumers
11 safe, and as the most family friendly minivan in its class, knowing that such
12 representations were false.

13 46. Defendant knew or should have known that false and misleading
14 statements about Class Vehicles were being made and likely to mislead the public.
15 Defendant made or disseminated false and misleading statements or caused false and
16 misleading statements to be made or disseminated.

17 47. The misrepresentations and omissions alleged herein are **fraudulent**, and
18 thus amount to unfair competition as set forth by the Unfair Competition Law, in that
19 Defendant pioneered a deceptive marketing campaign to overstate the safety and
20 security features of the Class Vehicles.

21 48. Defendant's conduct and the harm it caused, and continues to cause, is not
22 reasonably avoidable by Plaintiff and Class Members. Due to its deceptive acts and
23 omissions, Defendant knew or had reason to know that Plaintiff and Class Members
24 would not have reasonably known or discovered the risk of spontaneous combustion
25 and inability to freely park their cars.

26 49. The misrepresentations and omissions alleged herein are **unlawful**, and
27 thus amount to unfair competition as set forth by the Unfair Competition Law, in that
28 they violate, among other things, California Business and Professions Code § 17500,

1 and several other common law violations, including deceit, fraud, misrepresentation,
2 and unjust enrichment. These unlawful practices include, but are not limited to:

3 a. Defendant misrepresented the source, sponsorship, approval, or
4 certification of goods or services in violation of the Consumers Legal Remedies Act,
5 Civ. Code Section 1770(a)(2);

6 b. Defendant represented that goods or services have sponsorship, approval,
7 characteristics, ingredients, uses, benefits, or quantities that they do not have in
8 violation of the Consumers Legal Remedies Act, Civ. Code Section 1770(a)(5);

9 c. Defendant represented that goods or services are of a particular standard,
10 quality, or grade, or that goods are of a particular style or model, if they are of another
11 in violation of the Consumers Legal Remedies Act, Civ. Code Section 1770(a)(7); and

12 d. Defendant made or disseminated, directly or indirectly, untrue, false, or
13 misleading statements about the utility and safety of Class Vehicles, or causing untrue,
14 false, or misleading statements about the utility and safety of Class Vehicles to be
15 made or disseminated to the general public in violation of the UCL.

16 50. As set forth above, Defendant misrepresented the utility and safety of
17 Class Vehicles. Defendant disseminated these untrue and misleading
18 misrepresentations with the intent to boost the sales and profits of Defendant.

19 51. The misrepresentations and omissions alleged herein are **unfair**, and thus
20 amount to unfair competition as set forth by the Unfair Competition Law, in that they
21 are immoral, oppressive, unscrupulous and substantially injurious to consumers. The
22 injury to Plaintiff and Class Members caused by Defendant's actions greatly outweighs
23 any countervailing benefits to consumers or competition under all of the
24 circumstances.

25 52. As a direct and proximate result of the foregoing acts and practices,
26 Defendant has received, or will receive, income, profits, and other benefits, which it
27 would not have received if it had not engaged in the violations of the UCL described in
28 this Complaint.

53. As a direct and proximate result of the foregoing acts and practices, Defendant has obtained an unfair advantage over similar businesses that have not engaged in such practices.

54. As a direct and proximate cause of Defendant's violations of the Unfair Competition Law, Plaintiff suffered an injury and monetary harm because her Class Vehicle is at heightened risk of fire, and she cannot freely park her vehicle.

55. Plaintiff and the Class Members, and each of them, have been damaged by said practices. Pursuant to California Business and Professions Code §§ 17200 and 17203, Plaintiff, on behalf of herself and all others similarly situated, seeks relief as prayed for below.

56. As a result of Defendant's violations of the Business & Professions Code section 17200, *et seq.*, Plaintiff and the Class are entitled to equitable relief in the form of full restitution.

57. Plaintiff and the Class also seek an order enjoining Defendant from continuing its unlawful business practices and from such future conduct.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

SECOND CLAIM:

[Violation of California Business & Professions Code Sections 17500, *et seq.* – False Advertising Law]

58. Plaintiff re-alleges and incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

59. Business and Professions Code Section 17500, *et seq.*, also known as California False Advertising Law ("FAL"), makes it unlawful for a business to make, disseminate, or cause to be made or disseminated to the public "any statement, concerning . . . real or personal property . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

1 60. As alleged above, at times, places, and involving participants known
2 exclusively to Defendant, Defendant violated the FAL by making and disseminating
3 false or misleading statements about the utility and safety of Class Vehicles, or by
4 causing false or misleading statements about the utility and safety of Class Vehicles to
5 be made or disseminated to the public.

6 61. Defendant's marketing scheme, as set forth in this Complaint, is false and
7 deceptive and violates Section 17500 because Defendant, in furtherance of the scheme,
8 made misrepresentations and omissions regarding the safety and utility of Class
9 Vehicles to deceive consumers.

10 62. Defendant overstated the utility and safety of Class Vehicles by marketing
11 the Class Vehicles as having over 100 safety and security features to keep consumers
12 safe, and as the most family friendly minivan in its class, knowing that such
13 representations were false.

14 63. Defendant disseminated materially misleading advertisements and
15 deceptive information in print, online, and television formats, and omitted material
16 information, as discussed throughout the complaint, for purposes of inducing
17 customers to purchase the Class Vehicles, in violation of California Business and
18 Professions Code § 17500, *et seq.*

19 64. At the time it made or disseminated its false and misleading statements or
20 caused these statements to be made or disseminated, Defendant knew or should have
21 known that the statements were false and misleading and therefore likely to deceive the
22 public. In addition, Defendant knew and should have known that its false and
23 misleading advertising created a false or misleading impression of the risks and
24 benefits of purchasing a Class Vehicle.

25 65. As a result of Defendant's violations, Plaintiff and Class Members are
26 entitled to equitable relief in the form of full restitution of all monies paid for the sales
27 price of the Class Vehicles, diminished value of the Class Vehicles, and/or
28 disgorgement of the profits derived from Defendant's false and misleading advertising.

66. Plaintiff also seeks an order enjoining Defendant from such future conduct.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

THIRD CLAIM:

[Violation of California Civil Code Sections 1750, *et seq.* –
Consumers Legal Remedies Act]

67. Plaintiff re-alleges and incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

68. The following definitions come within the meaning of the Consumers Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*):

69. The members of the Class, all of whom purchased the Class Vehicles manufactured and sold by FCA US, LLC are “consumers” (Cal. Civ. Code § 1761(d));

70. Defendant FCA US, LLC is a “person” (Cal. Civ. Code § 1761(c));

71. Plaintiff and each and every Class members' purchase of the Class Vehicle constitute a "transaction" (Cal. Civ. Code § 1761(e)); and

72. The Class Vehicles are “goods” (Cal. Civ. Code § 1761(a)).

73. Plaintiff and Class Members acquired, by purchase or lease, Class Vehicles for personal, family, or household purposes.

74. Defendant overstated the utility and safety of Class Vehicles by marketing the Class Vehicles as having over 100 safety and security features to keep consumers safe, and as the most family friendly minivan in its class, knowing that such representations were false.

75. A reasonable consumer would consider these representations material and important in deciding whether to buy or lease Class Vehicles.

76. The acts and practices of Defendant as discussed throughout the Complaint, constitute “unfair or deceptive acts or practices” by Defendant, that are unlawful, as enumerated in section 1770(a) of the California Civil Code. These unlawful practices include, but are not limited to:

1 a. Defendant misrepresented the source, sponsorship, approval, or
2 certification of goods or services in violation of the Consumers Legal Remedies Act,
3 Civ. Code Section 1770(a)(2);

4 b. Defendant represented that goods or services have sponsorship, approval,
5 characteristics, ingredients, uses, benefits, or quantities that they do not have in
6 violation of the Consumers Legal Remedies Act, Civ. Code Section 1770(a)(5); and

7 c. Defendant represented that goods or services are of a particular standard,
8 quality, or grade, or that goods are of a particular style or model, if they are of another
9 in violation of the Consumers Legal Remedies Act, Civ. Code Section 1770(a)(7).

10 77. Such misconduct materially affected the purchasing decisions of Plaintiff
11 and the Class Members. Defendant's representations were a substantial factor in
12 Plaintiff's decision to purchase a Class Vehicle.

13 78. Plaintiff and Class Members were harmed because they were required to
14 stop using Class Vehicles and fear immediate catastrophic injury to themselves and
15 passengers of the Class Vehicles, and people and property surrounding the Class
16 Vehicles.

17 79. Plaintiff seeks restitution and injunctive relief pursuant to California Civil
18 Code § 1780. Unless Defendant is enjoined from engaging in such wrongful actions
19 and conduct in the future, members of the consuming public will be further damaged
20 by Defendant's conduct.

21 80. Plaintiff and the Class Members are entitled to equitable relief on behalf
22 of the members of the Class, pursuant to Civil Code section 1780, subdivision
23 (a)(2)(5), prohibiting Defendant from continuing to engage in the above-described
24 violations of the CLRA. Plaintiff and the Class Members further seek reasonable
25 attorneys' fees under Civil Code section 1780(e). Plaintiff and the Class Members
26 seek restitution under Civil Code section 1780(a).

27 81. Pursuant to Cal. Civ. Code section 1782(a), on April 7, 2022 Plaintiff sent
28 a letter to FCA US, LLC notifying them of their CLRA violations and affording them

1 the opportunity to correct their business practices and rectify the harm they caused.
 2 Plaintiff sent the CLRA notice via certified mail, return receipt requested, to FCA US,
 3 LLC's principal place of business. This notice is attached to this Complaint as **Exhibit**
 4 **D**. Should FCA US, LLC fail to correct its business practices or provide the relief
 5 requested within 30 days, Plaintiff will amend this Complaint to seek monetary
 6 damages under the CLRA.

7 82. In accordance with Cal. Civ. Code section 1780(d), Plaintiff's CLRA
 8 venue declaration is attached to this Complaint as **Exhibit E**.

9 83. The conduct of Defendant set forth herein was reprehensible and
 10 subjected Plaintiff to cruel and unjust hardship in conscious disregard of her rights,
 11 constituting oppression. Defendant's behavior evidences a conscious disregard for the
 12 safety of Plaintiff and Class Members. Defendant's conduct was and is despicable
 13 conduct and constitutes malice under Section 3294 of the California Civil Code. An
 14 officer, director, or managing agent of Defendant personally committed, authorized,
 15 and/or ratified the reprehensible conduct set forth herein. Plaintiff will amend this
 16 cause of action to seek an award of punitive damages sufficient to penalize Defendant
 17 should her CLRA letter not be complied with fully.

18 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

19 **FOURTH CLAIM:**

20 [Violation of 15 U.S.C. Section 2301, *et seq.* –
 21 the Magnuson-Moss Warranty Act]

22 84. Plaintiff re-alleges and incorporates by reference each of the allegations
 23 contained in the preceding paragraphs of this Complaint as though fully alleged in this
 24 Cause of Action.

25 85. Plaintiff and Class Members are "consumers" within the meaning of the
 26 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

27 86. Defendant is a "supplier" and a "warrantor" within the meaning of the
 28 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

1 87. The Class Vehicles are a “consumer product” within the meaning of the
2 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

3 88. The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(d)(1) provides for a
4 cause of action for any consumer who is damaged by the failures of a warrantor to
5 comply with a written warranty.

6 89. Pursuant to 15 U.S.C. § 2310(e), Plaintiff and the Class are not required to
7 provide Defendant notice of this class action and an opportunity to cure until the time
8 the Court determines the representative capacity of Plaintiff pursuant to FRCP 23.

9 90. Defendant’s representations as described herein that Class Vehicles sold
10 to Plaintiff and Class Members have the safety and security of the minivan are written
11 warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §
12 2301(6).

13 91. Through written and implied warranties, Defendant warranted that the
14 Class Vehicles are free from defects, of merchantable quality, and fit for their ordinary
15 and represented use.

16 92. Defendant breached the warranties as described herein. Contrary to
17 Defendant’s representations, Plaintiff and other Class Members are faced with the
18 choice of risking potential car fires, or refraining from recharging their vehicles and
19 parking them away from structures and other vehicles. As such, the Class Vehicles do
20 not perform as promised and are unfit and unreasonably dangerous for ordinary use.

21 93. Defendant knew or should have known of the defect and potential fire risk
22 in the Class Vehicles.

23 94. Defendant knew or should have known that its representations regarding
24 the capabilities of the Class Vehicles were false, yet proceeded with a multi-year
25 advertising campaign through which Defendant promised consumers that the Class
26 Vehicles were family friendly, secure, and safe.

27 95. Plaintiff and Class Members were damaged as a result of Defendant’s
28 breach of warranty because they received a product incapable of performing as

1 Defendant represented without extreme risks to Plaintiff's and Class Members' safety,
2 rendering the Class Vehicles less valuable than represented.

3 96. Plaintiff and the Class are entitled to damages caused by Defendant's
4 breaches of the warranties, including economic damages based upon either a return of
5 Plaintiff and Class Members' purchase price; and/or the difference between the price
6 paid for the Class Vehicle as warranted and the actual value of the Class Vehicle as
7 delivered, and consequential damages.

8 97. In addition, Plaintiff and the Class are entitled to reasonable attorneys'
9 fees and costs as determined by the Court.

10 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

11 **FIFTH CLAIM:**

12 [Breach of Express Written Warranty –
13 California Civil Code Sections 1791.2(a) & 1794]

14 98. Plaintiff re-alleges and incorporates by reference each of the allegations
15 contained in the preceding paragraphs of this Complaint as though fully alleged in this
16 Cause of Action.

17 99. Defendant warranted to Plaintiff and Class Members through written
18 statements and multi-media advertisements that the Class Vehicles would work safely
19 and securely, and could be charged safely.

20 100. The Class Vehicles that Plaintiff and Class Members purchased from
21 Defendant did not perform safely and securely, nor can they be charged safely.

22 101. Defendant breached this warranty by knowingly selling vehicles equipped
23 with defective product causing spontaneous combustion and fires.

24 102. Defendant failed to repair the Class Vehicles as required by the warranty.

25 103. The failure of the Class Vehicles to be as represented was a substantial
26 factor in causing Plaintiff and Class Members harm because they were required to stop
27 using Class Vehicles and fear immediate catastrophic injury to themselves and
28 passengers of the Class Vehicles, and people and property surrounding the Class
Vehicles.

104. Plaintiff and the California Class have been damaged as a direct and proximate result of Defendant's breaches in that the Class Vehicles purchased by Plaintiff and the Class Members were and are worth far less than what Plaintiff and the Class Members paid to purchase or lease them.

105. The Class Vehicles were defective as herein alleged at the time they left Defendant's factories, and the vehicles reached Plaintiff and Class Members without substantial change in the condition in which they were sold.

106. As a direct and proximate result of these breaches, Plaintiff and the Class Members have suffered various injuries, including a diminution of value in the Class Vehicles.

107. Plaintiff and Class Members have been harmed by Defendant's failure to comply with its obligations under the implied warranty. Plaintiff and the Class Members have suffered an injury in fact and have suffered an economic loss by, *inter alia*, (a) purchasing a product they never would have leased or purchased; (b) leasing or purchasing an inferior product whose nature and characteristics render it of a lesser value than represented; (c) incurring costs for diminished resale value of the Class Vehicles purchased or leased; (d) leasing and/or purchasing a product that poses a danger to the health and safety of the public; (e) incurring increased costs to repair the Class Vehicles purchased, and (f) incurring costs for loss of use. Accordingly, the Court must issue an injunction restraining and enjoining Defendant from sending or transmitting false and misleading advertising to individuals or entities concerning the purported safety and quality of the Class Vehicles from Defendant.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

SIXTH CLAIM:

[Breach of Implied Warranty of Merchantability – California Civil Code Sections 1791.1; 1794; & 1795.5]

108. Plaintiff re-alleges and incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

1 109. Pursuant to Civil Code section 1792, the sale or lease of the Class
2 Vehicles were accompanied by Defendant's implied warranty of merchantability.
3 Pursuant to Civil Code section 1791.1, the duration of the implied warranty is
4 coextensive in duration with the duration of the express written warranty provided by
5 Defendant, except that the duration is not to exceed one year.

6 110. Pursuant to Civil Code section 1791.1(a), the implied warranty of
7 merchantability means and includes that the Class Vehicles will comply with each of
8 the following requirements: (a) The Vehicle will pass without objection in the trade
9 under the contract description; (b) The Vehicle is fit for the ordinary purposes for
10 which such goods are used; (c) The Vehicle is adequately contained, packaged, and
11 labelled; and (d) The Vehicle will conform to the promises or affirmations of fact
12 made on the container or label.

13 111. Plaintiff and Class Members bought or leased their Class Vehicles from
14 Defendant.

15 112. At the time of purchase or lease, Defendant was in the business of selling
16 or leasing Class Vehicles and held itself out as having special knowledge or skill
17 regarding Class Vehicles.

18 113. At the time of purchase, or within one-year thereafter, the Class Vehicles
19 contained or developed the defect and risk of spontaneous combustion of Class
20 Vehicles set forth above. The existence of each of these issues constitutes a breach of
21 the implied warranty because the Class Vehicles (a) do not pass without objection in
22 the trade under the contract description, (b) are not fit for the ordinary purposes for
23 which such goods are used, (c) are not adequately contained, packaged, and labelled,
24 and (d) do not conform to the promises or affirmations of fact made on the container or
25 label.

26 114. The failure of Class Vehicles to have the expected quality was a
27 substantial factor in causing Plaintiff and Class Members harm and they therefore
28 bring this Cause of Action pursuant to Civil Code section 1794.

1 recklessly without disregard for its truth, by Defendant to be false and material and
2 were intended by Defendant to mislead Plaintiff and the Class Members.

3 120. Plaintiff and the Class Members reasonably relied on Defendant's
4 misrepresentations, but were actually misled and deceived, and were induced by
5 Defendant to purchase the Class Vehicles which they could not otherwise have
6 purchased.

7 121. As a result of the conduct of Defendant, Plaintiff and the Class members
8 have been harmed. Plaintiff and Class Members' reliance was a substantial factor in
9 causing them harm because they were required to stop using Class Vehicles and fear
10 immediate catastrophic injury to themselves and passengers of the Class Vehicles, and
11 people and property surrounding the Class Vehicle.

12 122. Plaintiff and the Class Members have reasonably relied on the material
13 misrepresentations and omissions made by Defendant and have been damaged thereby.

14 123. As a direct and proximate result of Defendant's fraud, Plaintiff has
15 sustained damages in the amount to be determined at trial.

16 124. In addition to such damages, Plaintiff seeks punitive or exemplary
17 damages pursuant to California Civil Code § 3294 in that Defendant engaged in "an
18 intentional misrepresentation, deceit, or concealment of a material fact known to the
19 defendant with the intention on the part of the defendant of thereby depriving a person
20 of property or legal rights or otherwise causing injury."

21 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

22 **EIGHTH CLAIM:**
23 [Negligent Misrepresentation]

24 125. Plaintiff re-alleges and incorporates by reference each of the allegations
25 contained in the preceding paragraphs of this Complaint as though fully alleged in this
26 Cause of Action.
27
28

1 126. Defendant overstated the utility and safety of Class Vehicles by marketing
2 the Class Vehicles as having over 100 safety and security features to keep consumers
3 safe, and as the most family friendly minivan in its class.

4 127. Defendant's representations were not true because the Class Vehicles are
5 unsafe and unsuitable for any family. Plaintiff and the Class Members cannot safely
6 park their Class Vehicles at home or near buildings, nor can they plug them in due to a
7 heightened risk of fire.

8 128. Defendant had no reasonable grounds for believing the representations
9 were true when it made them.

10 129. The misrepresentations, nondisclosure, and/or concealment of material
11 facts made by Defendant to Plaintiff and the members of the Class, as set forth above,
12 were intended by Defendant to mislead Plaintiff and the Class Members.

13 130. Plaintiff and the Class Members reasonably relied on Defendant's
14 misrepresentations, but were actually misled and deceived, and were induced by
15 Defendant to purchase the Class Vehicles which they could not otherwise have
16 purchased.

17 131. Plaintiff and Class Members' reliance was a substantial factor in causing
18 them harm because they were required to stop using Class Vehicles and fear immediate
19 catastrophic injury to themselves and passengers of the Class Vehicles, and people and
20 property surrounding the Class Vehicles.

21 132. Plaintiff and the Class members justifiably relied on Defendant's
22 misrepresentations and have been damaged thereby.

23 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

24 **NINTH CLAIM:**
25 [Unjust Enrichment]

26 133. Plaintiff re-alleges and incorporates by reference each of the allegations
27 contained in the preceding paragraphs of this Complaint as though fully alleged in this
28 Cause of Action.

1 141. Defendant breached its duty to Plaintiff and the Class Members. Among
 2 other things, and without limiting the generality of the foregoing, Defendant failed to
 3 (a) inspect its Class Vehicles adequately, (b) design Class Vehicles properly, and (c)
 4 test its Class Vehicles adequately.

5 142. Defendant's negligence was a substantial factor in causing Plaintiff and
 6 Class Members to suffer economic, and potentially fatal harm as well as other damages
 7 to be proven at the time of the trial.

8 143. Plaintiff and Class Members were harmed because they were in fear and
 9 at risk of immediate catastrophic injury to themselves and passengers of the Class
 10 Vehicles, and people and property surrounding the Class Vehicles.

11 144. As a direct and legal result of the wrongful acts and omissions of
 12 Defendant, Plaintiff and Class Members were harmed.

13 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

14 **VI. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff Robyn Reilman, on behalf of herself and the members
 16 of the Class, demands judgment against and general and special relief from Defendant
 17 as follows:

18 1. An order certifying that the action may be maintained as a Class Action as
 19 defined herein and appointing Plaintiff and her counsel of record to represent the Class
 20 as defined above;

21 2. Determination that FCA US, LLC is financially responsible for all Class
 22 notice and administration of Class relief;

23 3. An order enjoining Defendant from future violations of the CLRA,
 24 Business & Professions Code section 17200, *et seq.*, and Business & Professions Code
 25 section 17500, *et seq.*, as alleged herein;

26 4. An order awarding Plaintiff and the Class Members actual, general and
 27 special, incidental, compensatory, consequential damages, and restitution and/or
 28 disgorgement;

- 1 5. An order awarding Plaintiff and the Class Members punitive damages;
2 6. For prejudgment and post-judgment interest upon such judgment at the
3 maximum rate provided by law;
4 7. Reasonable attorneys' fees and costs; and
5 8. Such other and further relief that this Court may deem proper.

6 **VII. DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands trial by jury on all issues so triable.

8 Dated: April 13, 2022

Respectfully submitted,
9 **BOTTINI & BOTTINI, INC.**
Francis A. Bottini, Jr. (SBN 175783)
10 Nicholaus H. Woltering (SBN 337193)

11 *s/ Francis A. Bottini, Jr.*
12 *Francis A. Bottini, Jr.*

13 7817 Ivanhoe Avenue, Suite 102
14 La Jolla, California 92037
15 Telephone: (858) 914-2001
16 Facsimile: (858) 914-2002
17 E-mail: fbottini@bottinilaw.com
nwoltering@bottinilaw.com

18 *Attorneys for Plaintiff*

19
20
21
22
23
24
25
26
27
28

EXHIBIT A

EXHIBIT A

Part 573 Safety Recall Report**22V-077****Manufacturer Name :** Chrysler (FCA US, LLC)**Submission Date :** FEB 11, 2022**NHTSA Recall No. :** 22V-077**Manufacturer Recall No. :** Z11**Manufacturer Information :****Manufacturer Name :** Chrysler (FCA US, LLC)**Address :** 800 Chrysler Drive
CIMS 482-00-91 Auburn Hills MI
48326-2757**Company phone :** 1-800-853-1403**Population :****Number of potentially involved :** 16,741**Estimated percentage with defect :** 100 %**Vehicle Information :****Vehicle 1 :** 2017-2018 Chrysler Pacifica**Vehicle Type :****Body Style :** VAN**Power Train :** NR**Descriptive Information :** Some 2017-2018 MY Chrysler Pacifica Plug-In Hybrid Electric Vehicles ("PHEVs") have experienced fires. The defect has not yet been identified and the root cause of these fires is still being investigated.

The potentially affected vehicle production period began on August 12, 2016, when production of Chrysler Pacifica PHEVs began, and ended on August 7, 2018, when 2018 MY production ended. The suspect population was determined using vehicle manufacturing records.

Similar vehicles not included in this recall are not PHEVs, or were built after the suspect vehicle production period.

Production Dates : AUG 12, 2016 - AUG 07, 2018**VIN Range 1 : Begin :**

NR

End : NR☐ Not sequential**Description of Defect :****Description of the Defect :** A vehicle may experience a fire, even with the ignition in the "OFF" mode.**FMVSS 1 :** NR**FMVSS 2 :** NR**Description of the Safety Risk :** A vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.**Description of the Cause :** NR

Part 573 Safety Recall Report

22V-077

Page 2

Identification of Any Warning None
that can Occur :

Involved Components :

Component Name 1 : NR

Component Description : NR

Component Part Number : NR

Supplier Identification :**Component Manufacturer**

Name : NR

Address : NR

NR

Country : NR

Chronology :

- On August 31, 2021, the FCA US LLC ("FCA US") Technical Safety and Regulatory Compliance organization opened an investigation as a result of detecting a potential trend in fires in certain Chrysler Pacifica PHEVs.
- From September 2021, to January 2022, FCA US repurchased two vehicles for origin and cause investigation. The cause of these fires is under investigation.
- As of February 4, 2022, FCA US is aware of ten additional fires. The cause of these fires is under investigation.
- As of February 4, 2022, FCA US has identified five customer records, zero warranty claims, and 12 field reports potentially relating to this issue for all markets with dates of receipt ranging from April 23, 2019, to December 14, 2021.
- As of February 4, 2022, FCA US is not aware of any accidents or injuries potentially relating to this issue for all markets.
- On February 6, 2022, FCA US determined, through the Vehicle Regulations Committee, to conduct a voluntary safety recall of the affected vehicles.

Part 573 Safety Recall Report**22V-077**

Page 3

Description of Remedy :

Description of Remedy Program : FCA US will conduct a voluntary safety recall on all affected vehicles. Remedy is under development. Until further notice, the Company is advising owners of these hybrid vehicles to refrain from recharging them, and to park them away from structures and other vehicles.

FCA US has a longstanding policy and practice of reimbursing owners who have incurred the cost of repairing a problem that subsequently becomes the subject of a field action. To ensure consistency, FCA US, as part of the owner letter, will request that customers send the original receipt and/or other adequate proof of payment to the company for confirmation of the expense.

How Remedy Component Differs from Recalled Component : Remedy is under development. Root cause is unknown.

Identify How/When Recall Condition was Corrected in Production : NR

Recall Schedule :

Description of Recall Schedule : **02/11/2022: FCA US will notify dealers and begin notifying owners on or about 04/02/2022.

Planned Dealer Notification Date : APR 02, 2022 - APR 02, 2022

Planned Owner Notification Date : APR 02, 2022 - APR 02, 2022

* NR - Not Reported

EXHIBIT B

EXHIBIT B

2018 Chrysler Pacifica
Smart innovation dedicated
to uncompromised versatility.



DEP
DEALER ePROCESS





Long and winding roads reveal panoramic views within the purposefully planned, kid-friendly road-trip vehicle. Your travels will inspire while ensuring the well-being of all your beings with over 100 standard and available safety and security features. The available seating for eight offers plenty of elbow room, as well as your turn to relax, needing only to focus on the road ahead. The ergonomic advantages of Pacifica make it easy to count on a peaceful trip.

No-compromises minivan.



*A note about this brochure: all disclosures can be found on the back cover.





Here's to creating balance in a busy world.
You are not simply a parent, coach, carpenter or
commuter. You are a multitasker, a multitasker, a
breadwinner, a traveler, a worker, a lover,
on any given day. That's why every day, you're prepared
to answer the call. And why the Chrysler Pacifica
is here to serve your real life with care as the most
family-friendly minivan in its class.



Chrysler Pacifica and Pacifica Hybrid



Pacifica is powered to deliver robust SUV-like handling



19 city / 28 highway mpg*



Pacifica S Appearance Packages
for a tougher touch of bold styling.

Strong and efficient for on-the-go drivers.

Ride and handling.

A bright spot in the drop-off line.
The ultimate family vehicle displays sleek, athletic stance with a sculpted body. Features like expansive side window panes and available LED lighting shed plenty of light on the task at hand.

[illegible]



Class-exclusive! Stow 'n Go® seating and storage system saves workouts for the gym.

Designed to be used without having to remove the seats, the Stow 'n Go system is a key to the gym. With the push of a button, the Advance 'n Retreat feature, stowing gear or the seats in the second-row bin is as simple as pressing a button to slide the front seats forward, allowing easy access to the in-floor bin.



What's easy for them makes your life easier.

With the available, class-exclusive¹ second-row EasyTilt[®] seating, passengers can easily climb in and out of the third row. At the simple pull of a lever, the second row seat smoothly shifts forward without having to push or pull it, even with an unoccupied child seat in place.

A platform for smooth utility.

Tuned and calibrated on rural roads, thoroughfares, highways and at validation facilities, the Pacifica is equipped to deliver the ride, feel and comfort of a premium vehicle. The precision-tuned handling provides a more agile sense of control, responsiveness, precise steering and fast lane changes, towing capacity.²



Real life rarely stays within the lines.

Limited shown in Volant Red Coat on page 8-9. *Propanol, not all cargo.



Look, no crumbs.

Intuitive spaces.

Clever storage spots come in handy throughout the interior, including cup holders, map pockets, sliding drawers for tablets and more. The front row offers generous leg room along with a spot to place packages or larger items. It's available to place packages or larger items. It's available to place packages or larger items. It's available to place packages or larger items.

Easy cleanup with the available Snow 'n Vac vacuum.

The convenience of an available lightweight, built-in vacuum makes cleanup simple. The powerful, insulated vacuum by RIDGID® is stored near the second row of the driver's side for easy access. Snow 'n Vac includes a removable debris drawer for easy disposal, and a longer hose attachment allows an extended reach to every corner, nook and cranny of your Pacifica.



DEP
DEALER PROCESS



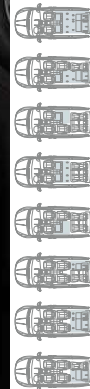
Amloads are a given — hands-free entry is a gift.

Whether you're carrying shopping bags, a sleeping baby, or various other items to load on a daily basis, getting settled has never been smoother. With the available, class-exclusive hands-free sliding doors and hands-free ingress, a simple foot kick opens up the vehicle while the key fob is with or near you.



The far-reaching conveniences of Pacifica are never out of reach.

Generation us



Utility at the top of its game.
The family room on wheels offers 245 different seating setups with the available seating for eight.* With seats folded in the floor, an expansive flat cargo space will hold everything from a kayak to a grill. Seats can be moved and rearranged. The available interior bike rack provides storage organization.

Available seating for eight
This available seating for eight* includes an easily removable center seat in the second row, adding an armrest, cup holder and bin when the seatback is folded down. The eighth seat increases the capacity of LATCH-installed child seat to five.



All precious cargo could use some divided attention.

*Third-row seat available. Always use proper tie-down technique.





The technologically advanced family hub



Uconnect® touchscreen
with available 4G Wi-Fi.⁵

SiriusXM Guardian⁶

SiriusXM All Access¹⁴ Package

android
auto

Android Auto™

Automatically provides a safer way to use Android devices while driving, sharing information with other devices and the best apps: Google Maps with voice-guided navigation and Google Play Music to place phone calls or send and receive messages. Ask Google Search any question by voice command.



Apple CarPlay™

A smarter, safer way to use an iPhone® inside your vehicle and seamlessly integrate it with the Uconnect® touchscreen and Siri® voice control.* You can make calls, access music, send and receive messages, get directions optimized for traffic conditions and more while staying focused on the road.





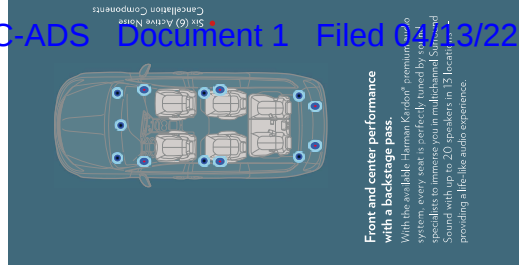
The most advanced entertainment system in its class²



Available 4G Wi-Fi is the Pacific's traveling hot spot.
Securing the perfect location to get online is simple with Uconnect's available built-in hot spot. This connects your Pacific to fast, reliable Internet speed for up to eight devices and within 50 feet of your vehicle.

Uconnect® Theater
The available Uconnect Theater allows car occupants to bring their lives along for the ride with dual HDMI inputs, headphone jacks, a Blu-ray® DVD player and a 15-watt outlet. A USB port in the first-row center console can be used to play the first, second and third row also provide charging convenience. Nine built-in game and apps, as well as wireless streaming from Android devices, Bluetooth® touchpad remotes, and two 10-inch HD touchscreens, truly make this a mobile theater.

Active Noise Cancellation (ANC)
Contributing to the quietness of the cabin, the standard built-in ANC technology means engine and road noise is reduced by up to 10 decibels. Along with the best-of-breed active noise audio system, which are equipped with six ANC microphones to enhance noise quality.





Amenities 18

The staycation that travels.

Appreciate leisure time anytime you can get it. The visually expansive Pacifica interior offers, with the available tripartite panoramic sunroof, a paired with three-pane front and second glass. The deep-set glass and sunshades offer or block the sunlight as desired.

Built-in tranquility.

The sculpted shape of Pacifica offers advanced aerodynamics while the enhanced low-sound exhaust and motor, laminated glass, Active Noise Cancellation technology and triple-seal doors contribute to making the Chrysler Pacifica peacefully quiet.



A sweet spot for handling stress.

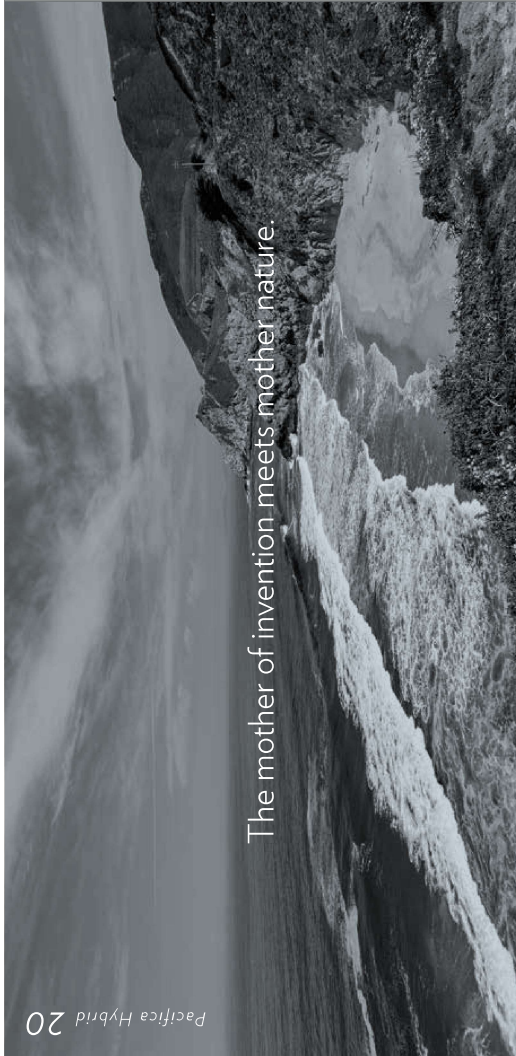
The premium, ergonomically designed available heated and ventilated seats support contours of the body and provide generous leg room for ultimate comfort. The refined interior displays feature an available 12.3-inch wide-screen center stack, available 10.1-inch wide-screen display, 8.4-inch available open center console with storage. The available 12-way adjustable driver seat with four-way power lumbar support and memory settings, heated steering wheel and keyless entry with push-button start are part of the available comforts that make Pacifica built to appreciate the driver.



The best road-trip minivan in its class



Eco-friendly living has evolved through nurture and nature; and driving farther while reducing your carbon footprint makes sense to the environmentally conscious, cost-efficient family. Pacifica Hybrid offers an astounding 84 MPGe¹⁸ without compromising the space and seating you need. With the automatic-transfer power of a 3.6L V6 gas engine and 16kWh battery, taking the scenic route is always the favored option.



The mother of invention meets mother nature.

America's first-ever Hybrid minivan¹⁷





*Some model local restrictions may also apply



A mission for reducing emissions.

Living an environmentally conscious lifestyle becomes second nature when you drive the Pacific Hybrid. With a 33-mile electric driving range*, the Hybrid is less dependent on gas, helping you to produce less emissions for a greener planet. It's about increasing your eco-cred, too. When you purchase a Pacific Hybrid, you may qualify for up to a \$7,500 federal tax credit** — the full amount allowed thanks to the 16kWh battery. You may even qualify for additional state and local credits.

Electric + gas = powerful efficiency.

The Pacific Hybrid offers the best of both worlds. Powered by an electric motor and gasoline engine, it automatically switches between electric power and hybrid power. How it's simple to get the efficiency you are looking for with a surprisingly extensive 366-mile total driving range*.



Instinctively evolved design.

The distinctive Pacific Hybrid design features LED signature daytime running lamps (DRLs), wave-pattern grille design, teal accents and as well as unique 17- and 18-inch wheels. The front located in the driver's footwell allows easy charging access after exiting the vehicle, while the capless fuel filler is placed on the same side at the rear of the vehicle for no-guesswork convenience.

Upgrade your garage with a Level II charger.

You have more important things to do than charge your minivan to charge. Good thing the Pacific Hybrid has a 240-volt NEMA 14-50 charging port. Get a Level II 240-volt charger installed in your garage or driveway in as little as two hours. Simply order the charger through your dealer and schedule an appointment for professional installation. It's that easy.

566-mile total driving range with 33-mile electric driving range¹⁸





Ready-to-guide-you coaching tool.
If you're going to be heading out on a road trip, the Pacifica Hybrid has a small green light on the dashboard that tells you when you're driving efficiently. When you push performance beyond the eco-friendly range, the light turns yellow.

Uconnect® Hybrid Pages.
It's never been easier to be in tune with your ride. The Uconnect 4C with 8.4-inch Display lets you see your vehicle's performance on both hybrid and electric. Adjust your charging schedule to fit during less expensive off-peak hours, view your power flow and more.

Remote access.
Stay connected to your Pacifica Hybrid from anywhere. Use a driving history feature to see how you're doing, find nearby charging stations and more – all from the convenience of your phone within the Uconnect Access App.



America's first-ever Hybrid minivan with 84 MPGe²⁰



Images for illustration purposes only and may not reflect exact software layout.



Day-tripping on a single charge.
Errands and activities make for an active schedule during the normal course of any day. And when drop-offs and pick-ups are made by your local city streets, the 33-mile electric range of the Pacific Hybrid covers lower-speed daily trips, such as errands, carpooling and shopping, without a charge at the gas pump. And when you're out and about, the car's 33-mile electric range allows you to keep the day moving along at perfect tempo.

One day, one charge — all the stops





Pacifica Hybrid 28

The most technologically advanced 7-passenger Hybrid²

Images for illustration purposes only and may not reflect exact software for your vehicle.



In harmony with its surroundings.

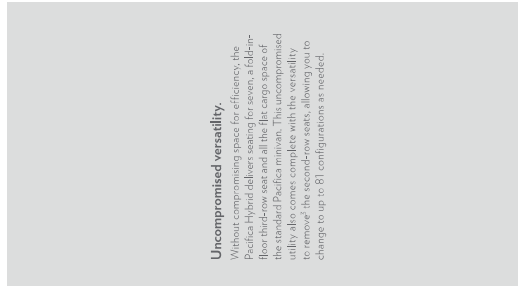
The symphony of interior hues, illumination and shapes complement exterior design cues to form the Hybrid signature style. The wide, Teal wing and leaf lighting, charge light, Hybrid screens, available LED blue lighting and interior accents create a vibrant palette reflecting its environmental purpose from the inside out. The convenient five-point charging indicator, positioned on top of the dashboard at a glance, as well as from outside the vehicle, readily identifies the battery's charge level from a distance.

Ready to drive.

Monitoring the Pacifica Hybrid energy output and input is as easy as glancing at the new fuel economy display. The Pacifica Hybrid features a standard Uconnect⁴ 4G LTE 8.4-inch touchscreen system with available navigation and Integrated Voice Command[®]. In addition, the Hybrid Electric Drive provide helpful vehicle information screens for Power Flow, Driving History and Charge Scheduling.

Uncompromised versatility.

Without compromising space for efficiency, the second-row seats can be moved forward or backward, and the third-row seats can be folded down, all the while maintaining the standard Pacifica minivan. This uncompromised utility also comes complete with the versatility to remove the second-row seats, allowing you to change to up to 81 configurations as needed.



Property shown for illustration purposes only.

Blind Spot Monitoring²² [A]—Sees where you can't. This available system continuously monitors rear blind zones on either side of your vehicle via radar and, if a vehicle is sensed in the zones, will notify you via a yellow triangle symbol on the outside rearview mirror.

Available Rear Cross-Path Detection²³ monitors for vehicles/objects in perpendicular relationships to the vehicle when maneuvering backward in parking lots, and provides feedback to you by audible chimes and/or visual icons.



*2017 IIHS Top Safety Pick+ accolade for non-Hybrid vehicles equipped with optional front crash prevention and specific headlights, all built after August 2016.



Whether parking, changing lanes, or simply backing out of your driveway, the available full-surround camera views³³ — with visual and audio alerts — provide a display of your vehicle surroundings in the Uconnect[®] touchscreen.

This available system reduces speed to prevent a potential impact. Radar and video sensors detect if the vehicle is approaching another vehicle or large obstacle in its path too rapidly, warning and assisting the driver.

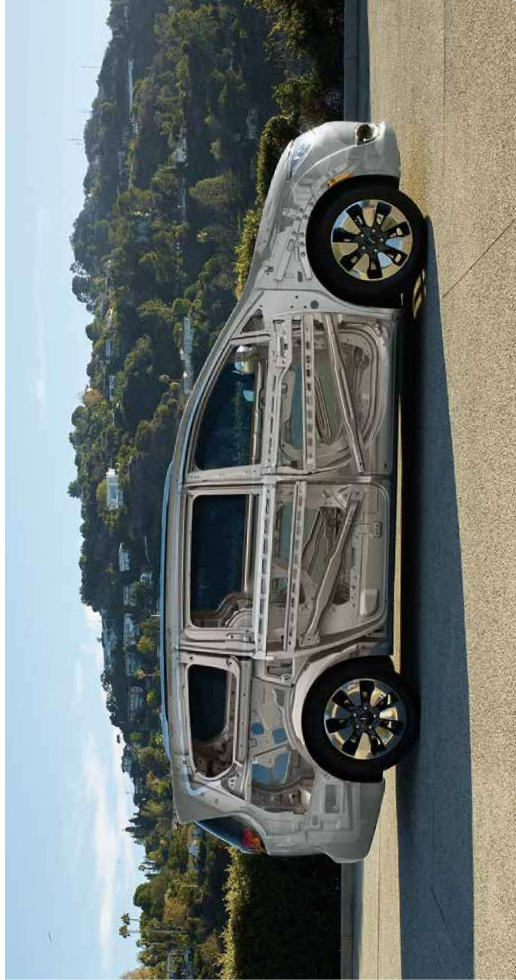
This available system uses sensors to help maintain a safe distance from vehicles in your forward path. This system initiates braking to manage speeds down to zero mph with four selectable distance settings.

With a forward-mounted camera, this available system identifies lane lines to determine your vehicle position. If you drive on or outside of the lane lines without using a turn signal, a warning is displayed in the cluster and aligns the vehicle to its correct lane position if the driver does not correct the drift.

The available system uses sensors on the front fascia when driving at low speeds to detect objects. It will alert you with a chime and a visual warning in the cluster display if you are too close to another vehicle or object.

When activated by the driver, this available system helps to maneuver the vehicle into a perpendicular or parallel parking space by automatically controlling steering-wheel turn as the driver controls the gears, brake and accelerator.





Structural integrity

The upper body and frame of the Pacifica unibody structure are engineered as a single unit, bringing a strength and integrity that is not found in other minivans. This advanced unit is exceptionally solid, strength, advanced structural applications, optimized proportions and dynamic qualities like the use of an enhanced grade of high-strength steel. The door design also increases visibility around the front windows and pillars while sound-absorbing barriers throughout the body and engine area reduce road/cabin noise contributing to less driver distraction.

The Pacifica utilizes approximately 65% high-strength steel for maximizing stiffness and strength — for vehicle dynamics and crash performance — while optimizing weight efficiency. That means you'll always feel well-protected inside.

Your family's safety and security are what matter most



PACIFICA / PACIFICA HYBRID EXTERIOR COLORS



PACIFICA / PACIFICA HYBRID INTERIOR MATERIALS



*Restrictions apply, see dealer for details.





Mopar® 36

Authentic Chrysler Accessories.
The 2018 Chrysler Pacifica embodies family utility and sleek, sporty style. A wide range of Authentic Mopar Accessories, crafted specifically for the versatile ingenuity of the modern Pacifica. Lets you take your family's active lifestyle even further. From Sport and Cargo Carriers to Premium Protection Parts, Mopar helps the crew and all the gear go the distance. Visit your local Chrysler Dealership to see the full range of Authentic Accessories for the exciting Chrysler Pacifica.

Vehicle shown with available Removable® Roof Rack K2,¹ Roof-Mount Surf and Paddle Board Carrier.²

mopar.com

¹Roof rack shown at capacity.



PACIFICA L

Select standard equipment for L

- powertrain
3.6L Pentastar® V6 with TorqueFlite™ 9-speed Automatic Transmission
- 6 Speakers
60/40 2nd-row with Stow 'n Go®
7-passenger Seating
Active Noise Control
Cruise Control
Cruise Control
Driver and Front-passenger
Air Conditioning
Keyless Enter™ in Go™
Power Front Windows with Drivers
Side Windows and Power
2nd-row Windows
Power Locks
Remote Keyless Entry
Sunscreen Glass
- Tilt/Telescoping Steering Wheel
Uconnect™ 4 with Touch Display
Apple CarPlay™
Android Auto™
Cruise Control
Safety™ Group
Blind Spot Monitoring²
ParkSense® Rear Park Assist with Stop³
ParkSense® Rear Park Assist with Stop³



PACIFICA LX

Select standard equipment over L

- powertrain
3.6L Pentastar VVT V6 with Engine Stop/Start (ESS) 9-speed Automatic Transmission
- Active Grille Shutters
Auto Advance™ Return (for driver side)
Stow 'n Go Seating (2nd and 3rd row)
Three-zone Manual Climate Control
- Additional Convenience Features
Zinc-on Window Shades
Additional Charge-only Finerow USB Port
Automatic Headlamps
Bright Door Handlamps
Power Windows
LED Tail Lamps
Power Liftgate
Premium Fog Lamps
Rear Reading Courtesy Lamps
Remote Proximity Entry on All Doors
Three-zone Automatic Climate Control
Uconnect™ 4 with Touch Display with SiriusXM®
Satellite Radio⁴
Universal Garage Door Opener^{2,7}
Remote Start System
Security Alarm



PACIFICA TOURING PLUS

Select standard equipment over LX

- powertrain
3.6L Pentastar VVT V6 with ESS 9-speed Automatic Transmission
- Additional Convenience Features
Zinc-on Window Shades
Additional Charge-only Finerow USB Port
Automatic Headlamps
Bright Door Handlamps
Power Windows
LED Tail Lamps
Power Liftgate
Premium Fog Lamps
Rear Reading Courtesy Lamps
Remote Proximity Entry on All Doors
Three-zone Automatic Climate Control
Uconnect™ 4 with Touch Display with SiriusXM®
Satellite Radio⁴
Universal Garage Door Opener^{2,7}
Remote Start System
Security Alarm



[illegible]

[illegible][illegible][illegible][illegible]

DEALER PROCESS

[illegible]

SAFETY & SECURITY (Continued)									
The Perimeter Monitoring System									
Perimeter	Perimeter ID	Perimeter Name	Perimeter Type	Perimeter Location	Perimeter Status	Perimeter Description	Perimeter Details	Perimeter Notes	Perimeter Comments
Perimeter 1	Perimeter 1 ID	Perimeter 1 Name	Perimeter 1 Type	Perimeter 1 Location	Perimeter 1 Status	Perimeter 1 Description	Perimeter 1 Details	Perimeter 1 Notes	Perimeter 1 Comments
Perimeter 2	Perimeter 2 ID	Perimeter 2 Name	Perimeter 2 Type	Perimeter 2 Location	Perimeter 2 Status	Perimeter 2 Description	Perimeter 2 Details	Perimeter 2 Notes	Perimeter 2 Comments
Perimeter 3	Perimeter 3 ID	Perimeter 3 Name	Perimeter 3 Type	Perimeter 3 Location	Perimeter 3 Status	Perimeter 3 Description	Perimeter 3 Details	Perimeter 3 Notes	Perimeter 3 Comments
Perimeter 4	Perimeter 4 ID	Perimeter 4 Name	Perimeter 4 Type	Perimeter 4 Location	Perimeter 4 Status	Perimeter 4 Description	Perimeter 4 Details	Perimeter 4 Notes	Perimeter 4 Comments
Perimeter 5	Perimeter 5 ID	Perimeter 5 Name	Perimeter 5 Type	Perimeter 5 Location	Perimeter 5 Status	Perimeter 5 Description	Perimeter 5 Details	Perimeter 5 Notes	Perimeter 5 Comments
Perimeter 6	Perimeter 6 ID	Perimeter 6 Name	Perimeter 6 Type	Perimeter 6 Location	Perimeter 6 Status	Perimeter 6 Description	Perimeter 6 Details	Perimeter 6 Notes	Perimeter 6 Comments
Perimeter 7	Perimeter 7 ID	Perimeter 7 Name	Perimeter 7 Type	Perimeter 7 Location	Perimeter 7 Status	Perimeter 7 Description	Perimeter 7 Details	Perimeter 7 Notes	Perimeter 7 Comments
Perimeter 8	Perimeter 8 ID	Perimeter 8 Name	Perimeter 8 Type	Perimeter 8 Location	Perimeter 8 Status	Perimeter 8 Description	Perimeter 8 Details	Perimeter 8 Notes	Perimeter 8 Comments
Perimeter 9	Perimeter 9 ID	Perimeter 9 Name	Perimeter 9 Type	Perimeter 9 Location	Perimeter 9 Status	Perimeter 9 Description	Perimeter 9 Details	Perimeter 9 Notes	Perimeter 9 Comments
Perimeter 10	Perimeter 10 ID	Perimeter 10 Name	Perimeter 10 Type	Perimeter 10 Location	Perimeter 10 Status	Perimeter 10 Description	Perimeter 10 Details	Perimeter 10 Notes	Perimeter 10 Comments
Perimeter 11	Perimeter 11 ID	Perimeter 11 Name	Perimeter 11 Type	Perimeter 11 Location	Perimeter 11 Status	Perimeter 11 Description	Perimeter 11 Details	Perimeter 11 Notes	Perimeter 11 Comments
Perimeter 12	Perimeter 12 ID	Perimeter 12 Name	Perimeter 12 Type	Perimeter 12 Location	Perimeter 12 Status	Perimeter 12 Description	Perimeter 12 Details	Perimeter 12 Notes	Perimeter 12 Comments
Perimeter 13	Perimeter 13 ID	Perimeter 13 Name	Perimeter 13 Type	Perimeter 13 Location	Perimeter 13 Status	Perimeter 13 Description	Perimeter 13 Details	Perimeter 13 Notes	Perimeter 13 Comments
Perimeter 14	Perimeter 14 ID	Perimeter 14 Name	Perimeter 14 Type	Perimeter 14 Location	Perimeter 14 Status	Perimeter 14 Description	Perimeter 14 Details	Perimeter 14 Notes	Perimeter 14 Comments
Perimeter 15	Perimeter 15 ID	Perimeter 15 Name	Perimeter 15 Type	Perimeter 15 Location	Perimeter 15 Status	Perimeter 15 Description	Perimeter 15 Details	Perimeter 15 Notes	Perimeter 15 Comments
Perimeter 16	Perimeter 16 ID	Perimeter 16 Name	Perimeter 16 Type	Perimeter 16 Location	Perimeter 16 Status	Perimeter 16 Description	Perimeter 16 Details	Perimeter 16 Notes	Perimeter 16 Comments
Perimeter 17	Perimeter 17 ID	Perimeter 17 Name	Perimeter 17 Type	Perimeter 17 Location	Perimeter 17 Status	Perimeter 17 Description	Perimeter 17 Details	Perimeter 17 Notes	Perimeter 17 Comments
Perimeter 18	Perimeter 18 ID	Perimeter 18 Name	Perimeter 18 Type	Perimeter 18 Location	Perimeter 18 Status	Perimeter 18 Description	Perimeter 18 Details	Perimeter 18 Notes	Perimeter 18 Comments
Perimeter 19	Perimeter 19 ID	Perimeter 19 Name	Perimeter 19 Type	Perimeter 19 Location	Perimeter 19 Status	Perimeter 19 Description	Perimeter 19 Details	Perimeter 19 Notes	Perimeter 19 Comments
Perimeter 20	Perimeter 20 ID	Perimeter 20 Name	Perimeter 20 Type	Perimeter 20 Location	Perimeter 20 Status	Perimeter 20 Description	Perimeter 20 Details	Perimeter 20 Notes	Perimeter 20 Comments
Perimeter 21	Perimeter 21 ID	Perimeter 21 Name	Perimeter 21 Type	Perimeter 21 Location	Perimeter 21 Status	Perimeter 21 Description	Perimeter 21 Details	Perimeter 21 Notes	Perimeter 21 Comments
Perimeter 22	Perimeter 22 ID	Perimeter 22 Name	Perimeter 22 Type	Perimeter 22 Location	Perimeter 22 Status	Perimeter 22 Description	Perimeter 22 Details	Perimeter 22 Notes	Perimeter 22 Comments
Perimeter 23	Perimeter 23 ID	Perimeter 23 Name	Perimeter 23 Type	Perimeter 23 Location	Perimeter 23 Status	Perimeter 23 Description	Perimeter 23 Details	Perimeter 23 Notes	Perimeter 23 Comments
Perimeter 24	Perimeter 24 ID	Perimeter 24 Name	Perimeter 24 Type	Perimeter 24 Location	Perimeter 24 Status	Perimeter 24 Description	Perimeter 24 Details	Perimeter 24 Notes	Perimeter 24 Comments
Perimeter 25	Perimeter 25 ID	Perimeter 25 Name	Perimeter 25 Type	Perimeter 25 Location	Perimeter 25 Status	Perimeter 25 Description	Perimeter 25 Details	Perimeter 25 Notes	Perimeter 25 Comments
Perimeter 26	Perimeter 26 ID	Perimeter 26 Name	Perimeter 26 Type	Perimeter 26 Location	Perimeter 26 Status	Perimeter 26 Description	Perimeter 26 Details	Perimeter 26 Notes	Perimeter 26 Comments
Perimeter 27	Perimeter 27 ID	Perimeter 27 Name	Perimeter 27 Type	Perimeter 27 Location	Perimeter 27 Status	Perimeter 27 Description	Perimeter 27 Details	Perimeter 27 Notes	Perimeter 27 Comments
Perimeter 28	Perimeter 28 ID	Perimeter 28 Name	Perimeter 28 Type	Perimeter 28 Location	Perimeter 28 Status	Perimeter 28 Description	Perimeter 28 Details	Perimeter 28 Notes	Perimeter 28 Comments
Perimeter 29	Perimeter 29 ID	Perimeter 29 Name	Perimeter 29 Type	Perimeter 29 Location	Perimeter 29 Status	Perimeter 29 Description	Perimeter 29 Details	Perimeter 29 Notes	Perimeter 29 Comments
Perimeter 30	Perimeter 30 ID	Perimeter 30 Name	Perimeter 30 Type	Perimeter 30 Location	Perimeter 30 Status	Perimeter 30 Description	Perimeter 30 Details	Perimeter 30 Notes	Perimeter 30 Comments
Perimeter 31	Perimeter 31 ID	Perimeter 31 Name	Perimeter 31 Type	Perimeter 31 Location	Perimeter 31 Status	Perimeter 31 Description	Perimeter 31 Details	Perimeter 31 Notes	Perimeter 31 Comments
Perimeter 32	Perimeter 32 ID	Perimeter 32 Name	Perimeter 32 Type	Perimeter 32 Location	Perimeter 32 Status	Perimeter 32 Description	Perimeter 32 Details	Perimeter 32 Notes	Perimeter 32 Comments</



WARRANTIES²¹

Chrysler Brand vehicles are covered by an FCA US LLC 5-Year or 56,000-Mile Basic Limited Warranty* (excludes normal maintenance and wear items), as well as a 5-Year or 60,000-Mile Powertrain Limited Warranty* that is fully transferable and includes Roadside Assistance services: Flat Tire, Lockout, Towing, Out of Gas/Fuel Delivery and Battery Jump Assistance. See your dealer for details and a copy of these limited warranties.²¹

AUTOMOBILITY PROGRAM

For more information, call (800) 255-9877 or visit chryslerautomobile.com

PRINCIPAL SYMPOSIUM: SATELLITE RADIOLOGY

SiriusXM Satellite Radio delivers over 60 channels, including commercial-free music, sports, news, talk, entertainment, traffic and weather. Factory-installed SiriusXM Satellite Radio® includes a one-year subscription. For more information, go to www.siriusxm.com.

OFFICIAL CHRYSLER OWNER SITE & APP

Your Chrysler brand ownership gives you exclusive access to personal and vehicle information, service and maintenance records, recall notifications, roadside assistance, special offers and more through whatever device you prefer — desktop, tablet or smartphone. Register for your Chrysler Vehicle Owner Site account at mygo.chrysler.com or download the **Chrysler For Me** app for free at either the App or Google Play stores.

CHRYSLER MERCHANDISE
Join Chrysler Brand distinction to our life.

both in and outside your vehicle with apparel, personal accessories, gift cards and more. Shop the complete line at collection.chrysler.com

information or to apply, visit ChryslerCard.com

MOPAR® VEHICLE PROTECTION

Mopar Vehicle Protection[®] has a vested interest in your satisfaction and owner experience with your new Chrysler[®] Brand vehicle. That's the only extended protection[®] provided backed by the master plan, FCA U.S. LLC. We stand behind every Mopar Vehicle Protection plan with certified, factory-trained technicians and the use of authentic Mopar parts. Your plan is backed at over 6,500 locations within the United States. Parts, Payers and Plans. Be sure to ask for a Mopar Vehicle Protection plan at your dealership. Call (800) 472-2666 or visit moparvehicleprotection.com

ZIN

Join fellow enthusiasts and tell your story by posting comments, participating in discussions, and sharing your photos and video. Follow us on Twitter (twitter.com/Chrysler), Facebook (facebook.com/Chrysler), YouTube (youtube.com/TheChryslerChannel), Google+ (plus.google.com/+Chrysler), and Instagram (instagram.com/Chrysler). To see our latest content, visit chrysler.com.

MOBILE

Take an engaging, multimedia tour of your Pacifica on your mobile device. Log on to the Chrysler.com mobile site for a comprehensive, at-a-glance review of what you need to know about your vehicle. Experience interactive demonstrations of essential steps, gaining access to product information at your fingertips, wherever you go.

—

CHRYSLER MERCHANDISE
 Bring Chrysler Brand distinction to your lifestyle
 both in and outside your vehicle with apparel,
 personal accessories, gift cards and more. Shop
 the complete line at collection.chrysler.com

information or to apply, visit ChryslerCard.com

(1) Based on the latest available competitive information and the FCA US LLC Premium Minivan segment. (2) Based on available features and the latest available competitive information and the FCA US LLC Premium Minivan segment. (3) Be sure to follow all instructions in Owner's Manual for removal of vehicle from vehicle. (4) Based on the latest available competitive information and the FCA US LLC Premium Minivan segment. Excludes other FCA US LLC vehicles. (5) Wi-Fi subscription required. Vehicle must be registered with Uconnect Access and fulfill minimum subscription requirements. Vehicle must be properly equipped and have an active and usable cellular connection for Wi-Fi Hotspot. Wi-Fi Hotspot does not enable direct communication between multiple FCA US LLC vehicles. Factors affecting the performance of Wi-Fi Hotspot include: cellular network, signal strength and quality, time of day, number of channels used by the service provider, type of connection, number of clients using Wi-Fi Hotspot and client device. This feature is not intended for use by the driver while the vehicle is in motion. Always drive safely. (6) All SiriusXM Guardian-equipped vehicles come with a 12-month complimentary trial effective on the date of purchase or base of a new vehicle. Enrollment in the trial is required to receive service. Upon expiration of the trial period, purchase of a subscription is required to continue SiriusXM Guardian. SiriusXM Guardian is available only on equipped vehicles purchased within the United States, Puerto Rico and Canada. Services can only be used where cellular coverage is available. See Uconnect and SiriusXM Terms of Service for complete service limitations. (7) Siri® Free features are available only on iPhone equipped with Siri. Certain features not available while the vehicle is in motion. iPhone must be within active cellular range. Customer's existing iPhone must be used where cellular coverage is available. See Uconnect and SiriusXM Terms of Service for complete service limitations. (8) Requires a mobile phone equipped with the Bluetooth Hands-Free Profile. Visit UconnectPhone.com for system and device compatibility. (9) In the event of a medical or other emergency press the SOS button to be connected to a Customer Care agent who can direct emergency assistance to your vehicle's location. (10) Roadside Assistance. Call connects you directly to an agent who can provide the vehicle's location to the Roadside Assistance Service. Vehicle must be within the United States, Puerto Rico or Canada to have network coverage. Additional roadside assistance charges may apply. Check warranty for details. (11) Remote Vehicle Start not available on all vehicles. You are responsible for using remote features in accordance with all laws, rules or ordinances in effect where you operate your vehicle. (12) Send & Go requires a vehicle equipped with a Uconnect 8.4 Navigation system. To use Send & Go, you must have the SiriusXM Guardian mobile app installed on a compatible smartphone and have an active subscription to SiriusXM Guardian. (13) Active SiriusXM Guardian subscription is required to use this service. Senden vehicle police report required. Always notify law enforcement if your vehicle is stolen and do not attempt to recover it on your own. (14) SiriusXM audio and data services each require a subscription sold separately or as a package by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue your service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel, you must call SiriusXM at 1-866-635-2349. Visit SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations or on all receivers. (15) Android Auto uses your smartphone's data plan. Additional charges may apply. To use Android Auto, you must be in an area with cellular coverage. Requires the Android Auto app on Google Play on an Android compatible smartphone running Android 5.0 Lollipop or higher. (16) Apple CarPlay uses your smartphone's data plan. Additional charges may apply. To use Apple CarPlay, you must be in an area with cellular coverage. (17) Based on available competitive information. (18) Based on EPA-estimated 84 MPGe, 32 mpg combined and 33 miles all-electric range. Actual mileage may vary. (19) Requires purchase and professional installation. See your Chrysler dealer for details. (20) Based on the latest available competitive information and FCA US LLC Premium Minivan segment. MPGe rating based on EPA-estimated fuel economy rating. Actual mileage may vary. (21) Transferable. See dealer for complete details and a copy of the warranty. (22) Always check visually before changing lanes. (23) Always look before proceeding. An electronic drive aid is not a substitute for conscientious driving. Always be aware of your surroundings. (24) This system is not intended to avoid collisions on its own, nor can FCW detect every type of potential crash. The driver must remain aware of traffic conditions and be prepared to brake and steer to avoid potential collisions at all times. (25) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and be prepared to use the brakes to avoid collisions. (26) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and maintain control of the vehicle. (27) Not compatible with all garage door openers. (28) Voice Text Reply and Voice Texting features require a compatible mobile device enabled with Bluetooth Message Access Profile (MAP). iPhone and some other smartphones do not currently support Bluetooth MAP. Visit www.UconnectPhone.com for system and device compatibility. Ensure MAP is ON and incoming message notification is enabled. Vehicle must be registered for Uconnect Access and you must fulfill minimum subscription requirements. Also requires the use of a compatible smartphone that supports text messaging and Bluetooth. Check UconnectPhone.com for device compatibility. (29) The Advanced Front Air Bags in this vehicle are certified to the new U.S. Federal Motor Vehicle Safety Standard (FMVSS) 208. (30) Uconnect Access and you must fulfill minimum subscription requirements. (31) The Advanced Front Air Bags in this vehicle are certified to the new U.S. Federal Motor Vehicle Safety Standard (FMVSS) 208. (32) Uconnect Access and you must fulfill minimum subscription requirements. (33) Uconnect Access and you must fulfill minimum subscription requirements. (34) Uconnect Access and you must fulfill minimum subscription requirements. (35) Uconnect Access and you must fulfill minimum subscription requirements. (36) Uconnect Access and you must fulfill minimum subscription requirements. (37) Uconnect Access and you must fulfill minimum subscription requirements. (38) Uconnect Access and you must fulfill minimum subscription requirements. (39) Uconnect Access and you must fulfill minimum subscription requirements. (40) Uconnect Access and you must fulfill minimum subscription requirements. (41) Uconnect Access and you must fulfill minimum subscription requirements. (42) Uconnect Access and you must fulfill minimum subscription requirements. (43) Uconnect Access and you must fulfill minimum subscription requirements. (44) Uconnect Access and you must fulfill minimum subscription requirements. (45) Uconnect Access and you must fulfill minimum subscription requirements. (46) Uconnect Access and you must fulfill minimum subscription requirements. (47) Uconnect Access and you must fulfill minimum subscription requirements. (48) Uconnect Access and you must fulfill minimum subscription requirements. (49) Uconnect Access and you must fulfill minimum subscription requirements. (50) Uconnect Access and you must fulfill minimum subscription requirements. (51) Uconnect Access and you must fulfill minimum subscription requirements. (52) Uconnect Access and you must fulfill minimum subscription requirements. (53) Uconnect Access and you must fulfill minimum subscription requirements. (54) Uconnect Access and you must fulfill minimum subscription requirements. (55) Uconnect Access and you must fulfill minimum subscription requirements. (56) Uconnect Access and you must fulfill minimum subscription requirements. (57) Uconnect Access and you must fulfill minimum subscription requirements. (58) Uconnect Access and you must fulfill minimum subscription requirements. (59) Uconnect Access and you must fulfill minimum subscription requirements. (60) Uconnect Access and you must fulfill minimum subscription requirements. (61) Uconnect Access and you must fulfill minimum subscription requirements. (62) Uconnect Access and you must fulfill minimum subscription requirements. (63) Uconnect Access and you must fulfill minimum subscription requirements. (64) Uconnect Access and you must fulfill minimum subscription requirements. (65) Uconnect Access and you must fulfill minimum subscription requirements. (66) Uconnect Access and you must fulfill minimum subscription requirements. (67) Uconnect Access and you must fulfill minimum subscription requirements. (68) Uconnect Access and you must fulfill minimum subscription requirements. (69) Uconnect Access and you must fulfill minimum subscription requirements. (70) Uconnect Access and you must fulfill minimum subscription requirements. (71) Uconnect Access and you must fulfill minimum subscription requirements. (72) Uconnect Access and you must fulfill minimum subscription requirements. (73) Uconnect Access and you must fulfill minimum subscription requirements. (74) Uconnect Access and you must fulfill minimum subscription requirements. (75) Uconnect Access and you must fulfill minimum subscription requirements. (76) Uconnect Access and you must fulfill minimum subscription requirements. (77) Uconnect Access and you must fulfill minimum subscription requirements. (78) Uconnect Access and you must fulfill minimum subscription requirements. (79) Uconnect Access and you must fulfill minimum subscription requirements. (80) Uconnect Access and you must fulfill minimum subscription requirements. (81) Uconnect Access and you must fulfill minimum subscription requirements. (82) Uconnect Access and you must fulfill minimum subscription requirements. (83) Uconnect Access and you must fulfill minimum subscription requirements. (84) Uconnect Access and you must fulfill minimum subscription requirements. (85) Uconnect Access and you must fulfill minimum subscription requirements. (86) Uconnect Access and you must fulfill minimum subscription requirements. (87) Uconnect Access and you must fulfill minimum subscription requirements. (88) Uconnect Access and you must fulfill minimum subscription requirements. (89) Uconnect Access and you must fulfill minimum subscription requirements. (90) Uconnect Access and you must fulfill minimum subscription requirements. (91) Uconnect Access and you must fulfill minimum subscription requirements. (92) Uconnect Access and you must fulfill minimum subscription requirements. (93) Uconnect Access and you must fulfill minimum subscription requirements. (94) Uconnect Access and you must fulfill minimum subscription requirements. (95) Uconnect Access and you must fulfill minimum subscription requirements. (96) Uconnect Access and you must fulfill minimum subscription requirements. (97) Uconnect Access and you must fulfill minimum subscription requirements. (98) Uconnect Access and you must fulfill minimum subscription requirements. (99) Uconnect Access and you must fulfill minimum subscription requirements. (100) Uconnect Access and you must fulfill minimum subscription requirements. (101) Uconnect Access and you must fulfill minimum subscription requirements. (102) Uconnect Access and you must fulfill minimum subscription requirements. (103) Uconnect Access and you must fulfill minimum subscription requirements. (104) Uconnect Access and you must fulfill minimum subscription requirements. (105) Uconnect Access and you must fulfill minimum subscription requirements. (106) Uconnect Access and you must fulfill minimum subscription requirements. (107) Uconnect Access and you must fulfill minimum subscription requirements. (108) Uconnect Access and you must fulfill minimum subscription requirements. (109) Uconnect Access and you must fulfill minimum subscription requirements. (110) Uconnect Access and you must fulfill minimum subscription requirements. (111) Uconnect Access and you must fulfill minimum subscription requirements. (112) Uconnect Access and you must fulfill minimum subscription requirements. (113) Uconnect Access and you must fulfill minimum subscription requirements. (114) Uconnect Access and you must fulfill minimum subscription requirements. (115) Uconnect Access and you must fulfill minimum subscription requirements. (116) Uconnect Access and you must fulfill minimum subscription requirements. (117) Uconnect Access and you must fulfill minimum subscription requirements. (118) Uconnect Access and you must fulfill minimum subscription requirements. (119) Uconnect Access and you must fulfill minimum subscription requirements. (120) Uconnect Access and you must fulfill minimum subscription requirements. (121) Uconnect Access and you must fulfill minimum subscription requirements. (122) Uconnect Access and you must fulfill minimum subscription requirements. (123) Uconnect Access and you must fulfill minimum subscription requirements. (124) Uconnect Access and you must fulfill minimum subscription requirements. (125) Uconnect Access and you must fulfill minimum subscription requirements. (126) Uconnect Access and you must fulfill minimum subscription requirements. (127) Uconnect Access and you must fulfill minimum subscription requirements. (128) Uconnect Access and you must fulfill minimum subscription requirements. (129) Uconnect Access and you must fulfill minimum subscription requirements. (130) Uconnect Access and you must fulfill minimum subscription requirements. (131) Uconnect Access and you must fulfill minimum subscription requirements. (132) Uconnect Access and you must fulfill minimum subscription requirements. (133) Uconnect Access and you must fulfill minimum subscription requirements. (134) Uconnect Access and you must fulfill minimum subscription requirements. (135) Uconnect Access and you must fulfill minimum subscription requirements. (136) Uconnect Access and you must fulfill minimum subscription requirements. (137) Uconnect Access and you must fulfill minimum subscription requirements. (138) Uconnect Access and you must fulfill minimum subscription requirements. (139) Uconnect Access and you must fulfill minimum subscription requirements. (140) Uconnect Access and you must fulfill minimum subscription requirements. (141) Uconnect Access and you must fulfill minimum subscription requirements. (142) Uconnect Access and you must fulfill minimum subscription requirements. (143) Uconnect Access and you must fulfill minimum subscription requirements. (144) Uconnect Access and you must fulfill minimum subscription requirements. (145) Uconnect Access and you must fulfill minimum subscription requirements. (146) Uconnect Access and you must fulfill minimum subscription requirements. (147) Uconnect Access and you must fulfill minimum subscription requirements. (148) Uconnect Access and you must fulfill minimum subscription requirements. (149) Uconnect Access and you must fulfill minimum subscription requirements. (150) Uconnect Access and you must fulfill minimum subscription requirements. (151) Uconnect Access and you must fulfill minimum subscription requirements. (152) Uconnect Access and you must fulfill minimum subscription requirements. (153) Uconnect Access and you must fulfill minimum subscription requirements. (154) Uconnect Access and you must fulfill minimum subscription requirements. (155) Uconnect Access and you must fulfill minimum subscription requirements. (156) Uconnect Access and you must fulfill minimum subscription requirements. (157) Uconnect Access and you must fulfill minimum subscription requirements. (158) Uconnect Access and you must fulfill minimum subscription requirements. (159) Uconnect Access and you must fulfill minimum subscription requirements. (160) Uconnect Access and you must fulfill minimum subscription requirements. (161) Uconnect Access and you must fulfill minimum subscription requirements. (162) Uconnect Access and you must fulfill minimum subscription requirements. (163) Uconnect Access and you must fulfill minimum subscription requirements. (164) Uconnect Access and you must fulfill minimum subscription requirements. (165) Uconnect Access and you must fulfill minimum subscription requirements. (166) Uconnect Access and you must fulfill minimum subscription requirements. (167) Uconnect Access and you must fulfill minimum subscription requirements. (168) Uconnect Access and you must fulfill minimum subscription requirements. (169) Uconnect Access and you must fulfill minimum subscription requirements. (170) Uconnect Access and you must fulfill minimum subscription requirements. (171) Uconnect Access and you must fulfill minimum subscription requirements. (172) Uconnect Access and you must fulfill minimum subscription requirements. (173) Uconnect Access and you must fulfill minimum subscription requirements. (174) Uconnect Access and you must fulfill minimum subscription requirements. (175) Uconnect Access and you must fulfill minimum subscription requirements. (176) Uconnect Access and you must fulfill minimum subscription requirements. (177) Uconnect Access and you must fulfill minimum subscription requirements. (178) Uconnect Access and you must fulfill minimum subscription requirements. (179) Uconnect Access and you must fulfill minimum subscription requirements. (180) Uconnect Access and you must fulfill minimum subscription requirements. (181) Uconnect Access and you must fulfill minimum subscription requirements. (182) Uconnect Access and you must fulfill minimum subscription requirements. (183) Uconnect Access and you must fulfill minimum subscription requirements. (184) Uconnect Access and you must fulfill minimum subscription requirements. (185) Uconnect Access and you must fulfill minimum subscription requirements. (186) Uconnect Access and you must fulfill minimum subscription requirements. (187) Uconnect Access and you must fulfill minimum subscription requirements. (188) Uconnect Access and you must fulfill minimum subscription requirements. (189) Uconnect Access and you must fulfill minimum subscription requirements. (190) Uconnect Access and you must fulfill minimum subscription requirements. (191) Uconnect Access and you must fulfill minimum subscription requirements. (192) Uconnect Access and you must fulfill minimum subscription requirements. (193) Uconnect Access and you must fulfill minimum subscription requirements. (194) Uconnect Access and you must fulfill minimum subscription requirements. (195) Uconnect Access and you must fulfill minimum subscription requirements. (196) Uconnect Access and you must fulfill minimum subscription requirements. (197) Uconnect Access and you must fulfill minimum subscription requirements. (198) Uconnect Access and you must fulfill minimum subscription requirements. (199) Uconnect Access and you must fulfill minimum subscription requirements. (200) Uconnect Access and you must fulfill minimum subscription requirements. (201) Uconnect Access and you must fulfill minimum subscription requirements. (202) Uconnect Access and you must fulfill minimum subscription requirements. (203) Uconnect Access and you must fulfill

Alpine and the Alpine logo are registered trademarks of Alpine Electronics, Inc. All rights reserved. Google Maps, Google Play, Google+ and YouTube are registered trademarks, and Android Auto is a trademark of Google Inc. All other trademarks are the property of their respective owners. iPhone, iTunes and Siri are registered trademarks, and Apple CarPlay is a trademark of Apple Inc. Bluetooth is a registered trademark of Bluetooth SIG, Inc. Blu-ray is a registered trademark of Blu-ray Disc Association LLC. Facebook and logo are registered trademarks of Facebook, Inc. Harman Kardon is a registered trademark and GreenEdge is a trademark of Harman International Industries, Inc. Instagram is a registered trademark of Pinterest, Inc. Pinterest is a registered trademark of Pinterest, Inc. RIDGID is a registered trademark of RIDGID, Inc. SiriusXM Connected Vehicles Services Inc., Sirius, XM, SiriusXM and SiriusXM Guardian are registered trademarks and logos are registered trademarks of Sirius XM Radio Inc. The Twitter name, logo, Twitter 1, Tweet and Twitter bird are service marks of Twitter, Inc. in the United States and other countries.

This brochure is a publication of FCA US LLC. All product illustrations and specifications are based upon current information at the time of publication approval. FCA US LLC reserves the right to make changes from time to time, without notice or obligation, in prices, specifications, colors and materials, and to change or discontinue models, which are considered necessary to the purpose of product improvement or for reasons of design and/or marketing.

74-383-3812

5 YEAR/60,000²¹ MILE
POWERTRAIN LIMITED WARRANTY

AUTOMOBILITY
PROGRAM

SiriusXM
SATELLITE RADIO



OWNER
CONNECT



VEHICLE
PROTECTION



EXHIBIT C

EXHIBIT C

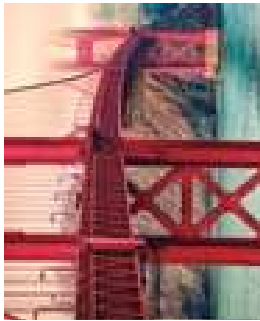


IMPORTED FROM DETROIT®

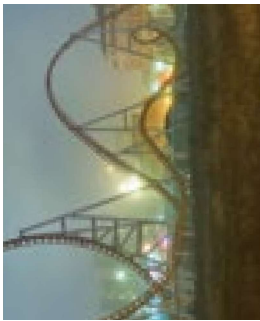


The all-new 2017 **Chrysler Pacifica**

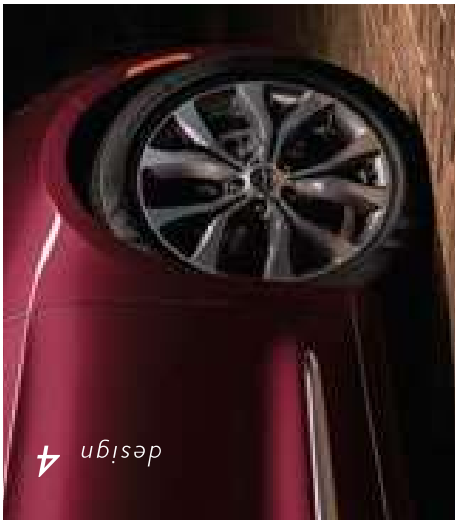




There are no typical days for the modern family, only equally chaotic. The all-new Chrysler Pacifica is up to the multitask and what happens between the schedule lines — moments that aren't planned. They remind us of what it's like to be a kid again. Introducing 37 segment-first^{1*} features invented to calm the storm of busy lives, together.



*A note about this brochure: all disclaimers and disclosures can be found on the inside back cover.



Curb appeal.

Generation us.

What's yours is theirs, and Pacifica stands for family pride as much as your home, while it raises the neighborhood bar. This all-new ultimate family vehicle displays a sleek, athletic stance with a sculpted body. Features like LED lighting, available chrome accents and 20-inch wheels highlight the sharp style to the new silhouette.



Engineered for strength.

The all-new Pacifica architecture is built from the ground up, starting with strategically placed dual-phase, high-strength, lightweight steel, resulting in a strong safety cage that contributes to impact protection.



8 design

The all-new Pacifica is the quietest vehicle in its class.²



Noise, vibration and harshness (NVH) take a backseat to a smooth and quiet ride.

The sculpted shape offers advanced aerodynamics, while the enhanced low-sound exhaust and motor volumes, laminated glass, Active Noise Cancellation (ANC) and triple-seal doors contribute to what makes Pacifica the quietest vehicle in its class.²

Utility gets a new platform.

The all-new architecture and independent rear suspension optimize ride and handling with a front suspension cradle configured for strength, stiffness and redefined driving dynamics. The low rolling-resistance tires are a key component to unsurpassed highway fuel efficiency in its class,³ while stiffer wheel designs reduce NVH factors.

²Based on latest available competitive information and manufacturer's estimated 18 city / 28 hwy mpg with 3.6L engine and nine-speed transmission.



DEALER E-PROCESS



10 efficiency

First-ever
Hybrid in its class¹
with 80 MPGe*



Serene attention and respect.

The Hybrid powertrain provides highly efficient delivery of intuitive power and range. Modern exterior features include LED lighting, chrome accents, unique Silver-Teal body color, as well as signature Teal badging accents, grille design and wheels exclusive to the Pacifica Hybrid. Bringing the outside in, Anodized Ice Cave interior accent finishes and Ice Blue stitching give a soothing sense of cabin serenity.

DEALER E-PRO
Passion for performance

Actual mileage may vary.



Day-tripping on a single charge.

Whether you're driving in the city or on the highway, the smart Pacifica Hybrid technology seamlessly transfers between gas and electric power based on how you're driving at that moment. It's about providing maximum efficiency and capability to cover lower-range daily driving, such as errands and carpooling, all within a single charge. A convenient five-point charging indicator on the instrument panel is visible from outside the vehicle to easily identify the battery's charge level.



80 MPGe* / 30* electric miles for 530*-mile combined range.

Look to the Hybrid technology for outstanding fuel economy of 80 MPGe*, a 30-mile electric range*, and a total driving range of 530 miles* with V6 powertrain and charge. The Hybrid model may be plugged in and electrically charged, as well as through regenerative braking by the gasoline engine.



Smart app.

The Hybrid-exclusive Uconnect® app lets you get your vehicle information remotely, so you can always be prepared and plan your charging schedule accordingly.



Hybrid screens.

Uconnect offers Hybrid Electric Pages on the Driver Information Display (DID), providing customizable efficiency and power-usage details.

Two-hour charge.*

The Pacifica Hybrid enables recharging of the battery via a standard 120v outlet or charge in as little as two hours* with an available 240v charging system.

*Based on manufacturer's testing. Actual mileage may vary.
*Requires purchase and professional installation. See Chrysler dealer for details.



14 efficiency



Unsurpassed highway fuel economy in its class.³

18 MPG city / 28 MPG highway.*

When you choose the Pacifica, you get a powerful yet economic powertrain with a standard 3.6L Pentastar® Variable Valve Timing (VVT) V6 engine with 9-speed automatic transmission that delivers an impressive best-in-class¹ 287 horsepower and 262 lb-ft of torque.

*Based on manufacturer's testing. Actual mileage may vary.

9-speed transmission.

The all-new Pacifica is the only vehicle in its segment¹ to be equipped with the pioneering mechanics of a standard 9-speed automatic transmission — a primary contributor to fuel efficiency and driving dynamics.



DEER
DEALER E-PROCESS

edrichshafen AG



Wide open space.

Making room for more is rarely a hurdle with the all-new Pacifica's interior: spaciousness, including best-in-class¹ cargo volume and second² and third-row seats that fold down into bins in the floor. Occupants in all three rows will notice the abundant leg room, shoulder room and head room for a relaxing, comfortable ride.

¹Non-hybrid models.

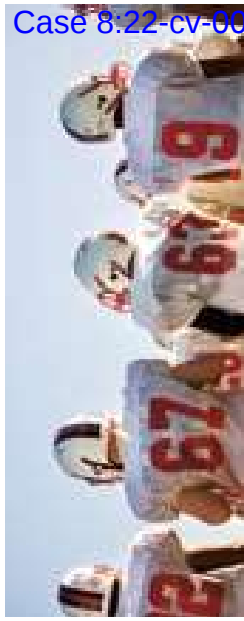


DEALER E-PROCESS





Interior 18



Everybody in with
available seating for 8.

The spacious family room on the go.

The available new seating for eight* includes an easily removable⁴ center seat in the second row, adding an armrest, cup holder and bin when the seatback is folded down. The eighth seat also increases the capacity of LATCH-installed child seats to five. This lightweight seat can be easily removed when additional cargo space is needed.

*Non-hybrid models.



Formation finding.

Appreciate the awe-inspiring view while enjoying cloud formations and imagining distant galaxies. The spacious Pacifica interior is visually expanded with the segment-first¹ available Tri-Pane Panoramic Sunroof with power dual-pane, first- and second-row sunroof with third-row fixed overhead glass. The deep-tint glass and available sunshades give a moment of relaxation at any time of the day.

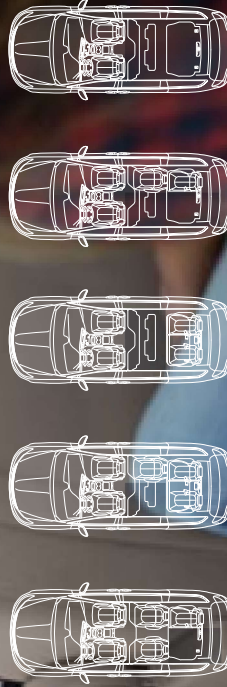
DEF
DEALER E-PROCESS



22 Interior

Properly secure all cargo.

Class-exclusive⁵ Stow 'n Go[®] seating and storage — no heavy lifting or seat removal⁴ required.



The only minivan in its class⁵ with Stow 'n Go seating, storage and cargo system.

Designed to be used without having to remove⁴ the seats, the Stow 'n Go seating and storage system is the key to smooth transitions. With the new Stow 'n Go Assist feature, stowing gear or the seats in the second-row bins is as simple as pressing a button to slide the front seats forward, allowing easy access to the in-floor bin.

With 243 different seating configurations, versatility goes further.

The all-new family room on wheels offers 243 different seating configurations with the available seating for eight. With seats stowed in the floor, an expansive flat cargo space will hold a large stack of 4' x 8' sheets of construction material. When seats are in the upright position, in-floor bins provide storage and gear organization.

DEALER E-PROCESS



Properly secure all cargo.

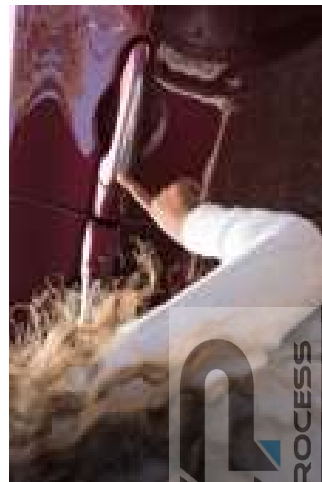




24 Interior

Easy Tilt third-row access.

Passengers can easily climb in and out of the third row using the class-exclusive, second-row Easy Tilt seat feature. At the simple pull of a lever, the second-row seat shifts forward, even with an unoccupied installed child seat in place.



No-fumble entrance made easy.

With the available hands-free* liftgate and sliding side doors, a simple wave of a foot opens up the vehicle while the key fob is on or near you. Whether you're carrying shopping bags or a sleeping baby, getting settled has never been smoother.

*Late availability.

DEALER E-PROCESS



Properly secure all cargo.



Interior 26



Quick cleanup.

Properly secure all cargo.

Do-it-themselves with the available Stow 'n Vac integrated vacuum.

When things get messy, the convenience of an available lightweight, easy-to-operate, built-in vacuum by RIDGID® reaches behind the second row, making cleanup simple. Stored and contained near the second row of the driver's side, the most powerful integrated vacuum in its class² offers easy access to all corners of the Pacifica. Stow 'n Vac includes debris-drawer removal, for simple disposal, as well as a longer accessory hose for extended reach.



DEALER E-PROCESS



A headache-free zone and quietest vehicle in its class.²

The premium, ergonomically designed seats support contours of the body and are available heated and ventilated along with generous leg room. The all-new Active Noise Cancellation (ANC) technology provides a peaceful cabin experience, contributing to the quietest vehicle in its class.² The refined interior displays leather and cloth seating options with distinct stitching detail, as well as the standard Rotary E-shift dial and open center console with storage. The available 12-way adjustable driver seat with four-way power lumbar support and memory settings, heated steering wheel and keyless entry with push-button start are part of the available comforts that make Pacifica built to appreciate the driver.

DEP
DEALER E-PROCESS



The most technologically advanced vehicle in its class.¹

Pacifica transforms passenger productivity, entertainment and safety technology with the future of applied science and automation, bringing home and office capabilities on the road. The available 8.4-inch Uconnect® touchscreen has the ability to display turn-by-turn navigation instructions in the 7-inch full-color Driver Information Display (DID). The available all-new rear-seat Uconnect Theater offers the most advanced entertainment systems in its class.⁶ And paramount to helping protect you and your family is over 100 standard and available safety and security features that automatically react in the blink of an eye.

DEP
DEALER E-PROCESS

The most advanced entertainment system in its class.⁶ Uconnect[®] Touchscreen.

Remain focused on the road with your hands on the wheel, while you communicate, navigate and stay entertained. Personalize your information and connectivity with available features like Uconnect Access⁷ with WiFi⁸, Siri[®] Eyes Free² voice commands,¹⁰ Do Not Disturb to route incoming calls and texts, and the Drag and Drop menu bar to display your top Uconnect features and services.

Uconnect Theater.

The available Uconnect Theater allows second-row occupants to bring their lives along for the ride and simply connect with available USB and HDMI device connectivity. This technology integrates apps on two 10-inch HD touchscreens with the ability to stream media, keeping the crew entertained and in place. The dual backseat screens can display separate videos or games simultaneously.



The largest available
touchscreens in its class.¹

Available Uconnect tools for demanding schedules.

Uconnect Access available WiFi Hotspot and apps are the remote tools to help you manage your busy lifestyle. From warming up your Pacifica on a cold morning with Remote Start to using Yelp[®] and Voice Texting¹¹ to arrange dinner plans, you'll have command of your demanding schedule.

You'll also enjoy your music apps like Pandora[®], Slacker Radio[®], Aha by HARMAN and iHeartRadio[®] using the Uconnect touchscreen.

Visit DriveUconnect.com for more information on all the latest tools and apps that make your life easier.



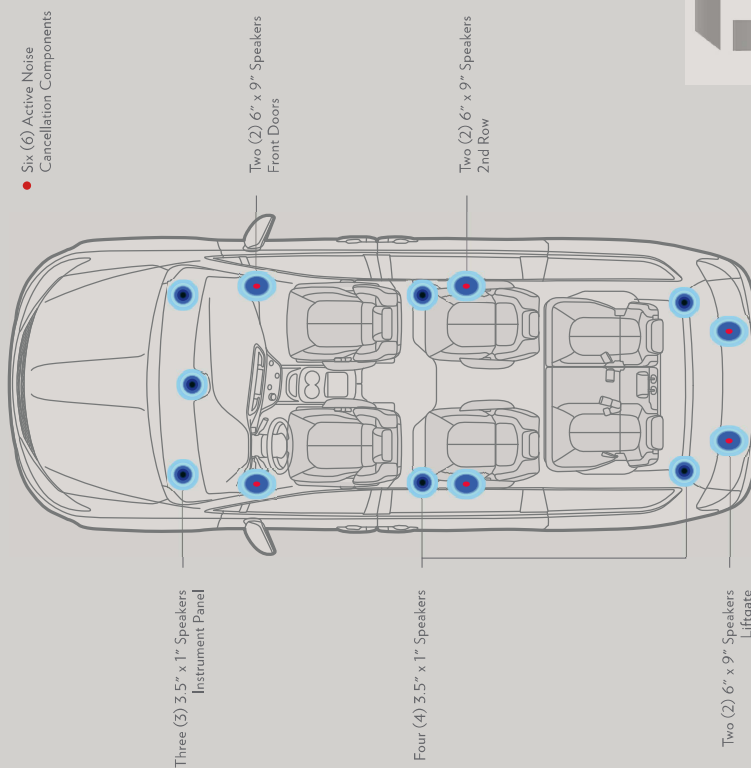
Keep curious minds in the backseat engaged as they follow their travels with the Are We There Yet?[®] app, playing games like checkers, tic-tac-toe, backseat bingo or the license plate game.



Sound your on-board specialists will approve.

With the available Harman Kardon® premium audio system, every seat is perfectly tuned by sound specialists to immerse you in multichannel surround-sound with up to 20 speakers in 13 locations — providing a life-like audio experience with the powerful quality of GreenEdge™ technology.

A cabin designed for optimal acoustics.



SiriusXM® All Access¹² Package in your Pacifica and online.

From coast-to-coast road trips to your daily commute, you'll have over 150 channels to enjoy. Online streaming is also included as part of your one-year trial. So, whether on the go, at home or work, you have the ability to customize your music and listen to your favorite content on demand. SiriusXM Traffic[®] and SiriusXM Travel Link² are included on the 8.4-inch Uconnect[®] radio with a five-year trial.

Go to siriusxm.com/getallaccess for more information.



SiriusXM
TRAFFIC

SiriusXM
TRAVEL LINK



Take charge from any seat.

A USB port located in the first-row center stack can be used to play movies on the Uconnect Theater 10-inch HD touchscreens. Available additional ports in the first, second and third row also provide charging convenience.



DEALER E-PROCESS

KeySense makes handing over the keys easier.

Put limits on speed, audio volume, SiriusXM® ChannelT2 skip and more, as well as activate safety and security settings for additional drivers with the available KeySense feature. All can be assigned easily from the Uconnect® touchscreen to be utilized with a programmable key fob.

KEYSENSE
PACIFICA

Acoustically sound with Active Noise Cancellation (ANC).

Contributing to the quietness of the cabin, the standard built-in ANC technology means engine and street noise are subdued through white-noise wavelengths. The all-new Pacifica offers three levels of audio systems, which are equipped with six ANC microphones to enhance noise quality.

Personalize the vehicle information you see.

An available 7-inch full-color Driver Information Display (DID) delivers configurable and incredibly crisp graphics that are seamlessly integrated with cluster gauges. The display allows for a wide range of driver assist settings, such as digital speedometer, fuel economy, available Adaptive Cruise Control with Stop and Go¹³, LaneSense® Lane Departure Warning with Lane Keep Assist¹⁴, and turn-by-turn navigation. A host of trip, audio and vehicle settings and information are also customizable to what you would like to view.

DEALER E-PROCESS

Date night.

The life of the modern family is about quality time — wanting the most for each other while making time for yourself. The gorgeous and sleek all-new Pacifica silhouette makes a good case for parents' night out.

DEALER E-PROCESS



Advanced evolution.

The upper body and frame of the all-new Pacifica's unibody structure are engineered as a single unit, bringing a superior foundation for achieving premium sedan-like agility. This architecture carries exceptionally solid strength, advanced structural applications, optimized proportions, and dynamic qualities like an enhanced grade of high-strength steel. The new door design also increases visibility around the front windows and pillars while sound-absorbing barriers in body cavities and the engine area reduce overall passenger-compartment noise, contributing to less driver distraction.

DEP
DEALER E-PROCESS

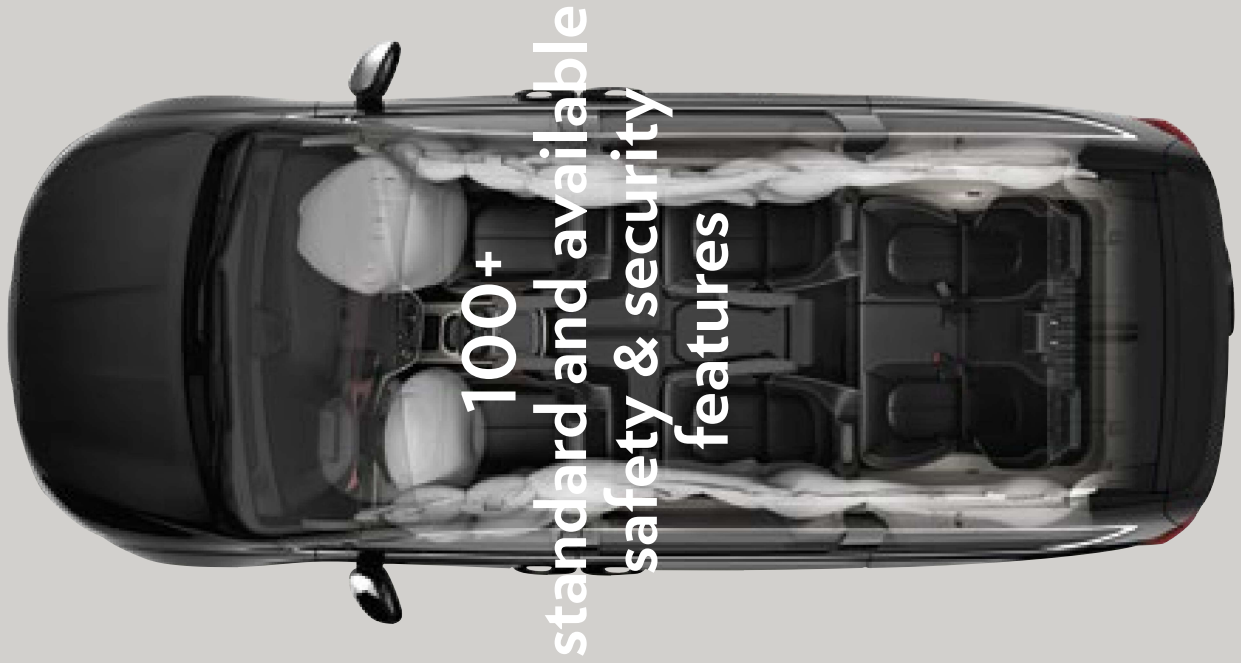
Your family's safety and security are what matter most.

Over 100 standard and available safety and security features include advanced driver assistance features which help you to park, brake in the event you need it, as well as alert you of vehicles in your blind spot.



The modern minivan driver shows off power moves with confident agility and precision.

Tuned and calibrated on rural roads, thoroughfares, highways, and at validation facilities, Pacifica is equipped to deliver the ride, feel and comfort of a premium vehicle with precision-tuned handling for more aggressive driving characteristics and precise, responsive steering. The Pacifica utilizes approximately 65-percent high-strength steel for maximizing stiffness and strength — for vehicle dynamics and crash performance — while optimizing weight efficiency.





No guesswork required.

Whether parking, changing lanes, or simply backing out of your driveway, the available full-surround camera views¹⁵ — with visual and audio alerts — provide a new level of technology. Along with keeping an eye on blind spots¹⁶ and the road ahead, Pacifica offers features that automatically slow and stop the vehicle if it's too close to another¹⁷ or help steer it back into your lane if you've unintentionally drifted.¹⁴



BSM¹⁶ notifies you when another vehicle is present with illuminate icons in the outside rearview mirrors and chimes when selected. The system alerts you of vehicles in the blind areas when passing or changing lanes. Rear Cross-Path Detection¹⁵ notifies of vehicles crossing your path when your Pacifica is in reverse.



Available Surround-View Camera¹⁵ shown on the 8.4-inch UconnectTM touchscreen.



Make pro-tip parking skills
part of your daily routine.



DEER
DEALER E-PROCESS

With Parallel and
Perpendicular Park Assist,¹⁵
your spot is open.

Helping to guide you into place confidently, the available
ParkSense® Rear Park Assist with Stop capability¹⁵ and Parallel
and Perpendicular Park Assist¹⁵ help you in your daily maneuvers.

Optional LaneSense® Lane Departure Warning (LDW) with Lane Keep Assist¹⁴ will automatically help guide you back into your lane if you've crossed the line without using your turn signal.

Available Adaptive Cruise Control (ACC) with Stop and Go¹³ identifies vehicles driving in front of yours and maintains a set distance between you, including Full Stop functionality if necessary.



Pacifica helps to keep
you at a safe distance.

Preventing potential impact, available Forward Collision Warning (FCW) with Active Braking¹⁷ will slow, as well as stop in some instances, your Pacifica to help prevent an impact.

DEP
DEALER E-PROCESS

Interior colors.

The interior on the all-new Pacifica offers sophisticated material and trim combinations with soft surfaces and contemporary colors to convey an ambiance of living room comfort.

Exterior colors.

As many as nine exterior colors are offered (not including a Hybrid-specific hue), as well as an all-new finish. The paint is developed to accentuate the surfacing of Pacifica in terms of how the colors and finishes appear in bright sunlight, overcast or low-light conditions.

DEALER E-PROCESS

Touring Hybrid

Limited Hybrid

Alloy Cloth with Rain Forest Print

Alloy Nappa Leather with Axis II Perforations

Black Nappa Leather with Axis II Perforations

LX and Touring

Black Ravine Cloth

Alloy Ravine Cloth

Toffee Ravine Cloth

Touring-L

Black McKinley Leather

Alloy McKinley Leather

Alloy/Toffee Two-Tone McKinley Leather

Touring-L Plus

Black McKinley Leather with Axis I Perforations

Alloy McKinley Leather with Axis I Perforations

Alloy/Toffee Two-Tone McKinley Leather with Axis I Perforations

Limited

Black Nappa Leather with Axis II Perforations

Alloy Nappa Leather with Axis II Perforations

Deep Mocha Nappa Leather with Axis II Perforations

	LX	TOURING	TOURING-CL	TOURING-CL PLUS	LIMITED	TOURING HYBRID	LIMITED HYBRID
Powertrain							
Engine/Transaxle — 3.6L Pentastar® V6 VVT with nine-speed automatic	s	s	s	s	s		
3.6L Pentastar V6 Hybrid						s	s
Mechanical Features							
Alternator — 160-amp	s	s					
— 180-amp			s		s		
— 220-amp (included with Uconnect® Theater and Trailer Tow Group)				s			
Battery — 650-amp						p	
— 730-amp	s	s	s	s	s		s
Brakes — Four-wheel antilock with discs	s	s	s	s	s		
— Four-wheel antilock regenerative						s	s
Defroster — Rear	s	s	s	s	s	s	s
Engine Block Heater	o	o	o	o	o		
Fuel Tank — 16.5-gallon						s	s
— 19-gallon	s	s	s	s	s		
Suspension — Heavy-duty						s	s
— Normal-duty	s	s	s	s			
— Touring (included with 18-inch wheels)			p	p	s		
Tire Start	s	s	s	s	s	s	s
Exterior Features							
Door Handles — Body-color	s	s					
— Bright			s	s	s	s	s
Doors — Power sliding	f	s	s	s	s	s	s
Fog Lamps — Premium			s	s	s	s	s
— LED					s		
Glass — Sunscreen	s	s	s	s	s	s	s
Grille — Black	s	s			s		
— Black upper			s	s	s		
Headlamps — Auto High-Beam Control (included with Advanced SafetyTec™ Group)				p	p		p
— Automatic		s	s	s	s	s	s
— Halogen	s	s					
— High-Intensity Discharge (HID)					s		
— Quad-Halogen			s	s	s	s	s
Liftgate — Power		o	s	s	s	o	s
Mirrors — Foldaway, power, heated	s	s					
— Body-color, foldaway, power, heated			s	s	s	s	s
— Chrome, foldaway, power, heated with turn indicator							s
— Chrome, power folding, power, heated, auto-dimming driver-side, courtesy lamps, turn indicator, auto-adjust-in-Reverse						s	
Molding — Bodyside, bright							
Roof Rack — "Sow N Place," Black			s	s	s		s
— "Sow N Place, bright (included with Exr. Appearance Group)	f	f					
Sill Applique — Body-color			s	s	s	s	p
Tri-Pane Panoramic Sunroof						s	o
Tires — 235/65R17 BSW All-season	s	s	s	s	s	s	s
— 235/60R18 BSW All-season				o	o	s	o
— 245/50R20 BSW All-season						o	

s — standard | o — optional | p — package | f — fleet only

	LX	TOURING	TOURING-CL	TOURING-CL PLUS	LIMITED	TOURING HYBRID	LIMITED HYBRID
Exterior Features (continued)							
Tire Service Kit		s	s	s	s	s	s
Inflatable Spare Tire Kit — Includes air compressor and 17-inch inflatable spare tire	f	f	o				
Inflatable Spare Tire Kit — Includes air compressor, puncture sealant and inflatable 17-inch spare tire				f	o	o	
Wheels — 17-inch aluminum 10-spoke design	s	s					
— 17-inch aluminum 10-spoke turbine design		o	s			s	s
— 18-inch aluminum five-spoke bladed design							
— 18-inch aluminum 10-spoke Satin Silver design			o	o			
— 18-inch 10-spoke polished aluminum design						s	
— 18-inch aluminum (included with Exterior Appearance Group)							p
— 20-inch aluminum Y-spoke design						o	
Windshield Wipers — Front, rain-sensing (included with Advanced SafetyTec™ Group)				p	p		p
— Front/variable/intermittent	s	s	s	s	s	s	s
— Rear wiper/washer	s	s	s	s	s	s	s
Interior Features							
Air Conditioning — Three-zone automatic climate control				s	s	s	s
— Three-zone manual climate control							
Cruise Control	s	s	s	s	s	s	s
Adaptive Cruise Control with Stop and Go ¹⁸ (included with Advanced SafetyTec™ Group)				p	p		p
Door Locks — Power	s	s	s	s	s	s	s
Grocery Bag Hooks — Third-row seatbacks						s	s
Lighting — Cargo compartment	s	s	s	s	s	s	s
— Footwell courtesy						s	
— Front	s	s	s	s	s	s	s
— Glove box lamp						s	
— Liftgate, single floodlamp						s	
— Overhead ambient surround	s	s	s	s	s	s	s
— Rear reading courtesy	s	s	s	s	s	s	s
— Right and left front-door searchlights						s	
Mirrors — Auto-dimming rearview						s	
— Rearview w/microphone	s	s	s	s	s	s	s
Power Outlets — 12-volt in instrument panel	s	s	s	s	s	s	s
— 115-volt (included with Uconnect® Theater Package and Uconnect Theater and Sound Group)						p	
Remote Start						s	s
Shades — Second- and third-row retractable						s	s
Steering Column — Tilt/telescoping	s	s	s	s	s	s	s
Steering Wheel — Heated (included with Comfort Group)						s	p
— Mounted audio controls	s	s	s	s	s	s	s
— Luxury							
Storage — Glove box, locking	s	s	s	s	s	s	s
— Floor tray	s	s	s	s	s	s	s
— Lower instrument-panel cubby	s	s	s	s	s	s	s
— Super console						s	s
Stow 'n Vac — Integrated vacuum cleaner						s	s

s — standard | o — optional | p — package | f — fleet only



	LX	TOURING	TOURING-CL	TOURING-CL PLUS	LIMITED	TOURING HYBRID	LIMITED HYBRID
Interior Features (continued)							
Trip Computer — Electronic Vehicle Information Center (EVIC) with display in instrument cluster, controls mounted on steering wheel	s	s	s	s	s	s	s
Universal Garage Door Opener							
Windows — Power front and second row, front one-touch down	s	s	s	s	s	s	s
— Power front and second row, one-touch down							
Seating							
Cloth Seating	s	s				s	
Leather-trimmed Seating							
Perforated Leather-trimmed Seating				s			
Premium Leather-trimmed Seating					s		s
Eight-way Power Driver and Front-passenger Seats with Driver Seat Memory					s		
Eight-way Power Driver Seat with Four-way Power Lumbar Support	s	s	s	s	s	s	s
Eight-way Power Front-passenger Seat (included with Comfort Group)				s	s		p
Ventilated Front Seats (included with Comfort Group)							
Heated Front Seats				s	s	s	
Heated Second-row Seats							
Stow 'n Go [®] Assist — Driver side	s	s	s	s	s	s	
— Passenger side							
Second-row Stow 'n Go Seating	s	s	s	s	s	s	
Third-row Stow 'n Go 60/40 Bench Seat	s	s	s	s	s	s	s
Third-row Power Folding Seat							
Seating for Eight	o	o	o	o			
Uconnect[®] Multimedia							
Uconnect 5.0 — 5-inch touchscreen, AM/FM, Integrated Voice Command ¹⁰ and Bluetooth [®] , Voice Text Reply ¹¹	s	s					
Uconnect 8.4 — 8.4-inch touchscreen, AM/FM, AUX/USB, Integrated Voice Command ¹⁰ with Bluetooth [®] , Voice Text Reply ¹¹ , Uconnect Access ¹² (6-month subscription), Siri Eyes Free ¹³ , Do Not Disturb, Vehicle User Guide, Drag and Drop menu bar		o	o	s		s	
Uconnect 8.4 NAV — 8.4-inch touchscreen, AM/FM, AUX/USB, Integrated Voice Command ¹⁰ with Bluetooth [®] , Voice Text Reply ¹¹ , Uconnect Access ¹² (12-month subscription), Siri Eyes Free ¹³ , Do Not Disturb, Vehicle User Guide, Drag and Drop menu bar, HD radio, navigation, SiriusXM [®] Traffic ¹⁴ and SiriusXM Travel Link ¹⁵	f	f	f	o	s	o	s
SiriusXM Satellite Radio ¹⁶		s	s	s	s	s	s
Speakers — 6	s	s	s	s	s	s	s
— 13 Alpine [®] speakers (included with Uconnect Theater Package and 15-Speaker Alpine Sound Group)			p	s	s		p
— 20-Harman Kardon [®] speakers (included with 20-Speaker Harman Kardon Sound Group and Uconnect Theater and Sound Group)				p		p	
Safety & Security							
Air bags ¹⁸ — Advanced multistage driver and front passenger, includes low-risk deployment	s	s	s	s	s	s	s
— Driver and front-passenger inflatable knee blocker		s	s	s	s	s	s
— Front seat-mounted side		s	s	s	s	s	s
— Side-curtain, outboard passengers all rows		s	s	s	s	s	s
Blind Spot Monitoring ¹⁹ — Included with Safety Tec [™] Group and Advanced Safety Tec Group on Limited Hybrid	p	p	s	s	s	p	p
Child Seat Anchor System (LATCH)	s	s	s	s	s	s	s
s — standard o — optional p — package f — fleet only							

	LX	TOURING	TOURING-CL	TOURING-CL PLUS	LIMITED	TOURING HYBRID	LIMITED HYBRID
Safety & Security (continued)							
Electronic Parking Brake with Safe Hold	s	s	s	s	s	s	s
Electronic Stability Control (ESC) ²⁰	s	s	s	s	s	s	s
Forward Collision Warning Plus ²¹							
(included with Advanced Safety Tec [™] Group)				p	p	p	p
KeySense	o	o	o	o	o	o	o
LaneSense [®] Lane Departure Warning with Lane Keep Assist ²⁴ (included with Advanced Safety Tec Group)					p	p	p
Parallel and Perpendicular Park Assist ²⁵ (included with Advanced Safety Tec Group)					p	p	p
ParkSense [®] Rear Park Assist with Stop ²⁶ (included with Safety Tec Group)	p	p	s	s	s	p	s
ParkSense Front/Rear Park Assist with Stop ²⁶ (included with Advanced Safety Tec Group)					p	p	p
ParkView [®] Rear Back-Up Camera ²⁵	s	s	s	s	s	s	s
Rear Cross-Path Detection ²⁵ (included with Safety Tec Group and Advanced Safety Tec Group on Limited Hybrid)	p	p	s	s	s	p	p
Remote Keyless Entry	s	s	s	s	s	s	s
Remote Proximity Entry — All doors (included with power sliding doors)	f	s	s	s	s	s	s
Security Alarm							
Surround-View Camera ²⁵ (included with Advanced Safety Tec Group)					p	p	p
Tire Pressure Monitoring System	s	s	s	s	s	s	s
Trailer Sway Control (included with Trailer Tow Group)					p	p	
Uconnect [®] Voice Command ¹⁰	s	s	s	s	s	s	s
Packages/Equipment Groups							
Advanced Safety Tec Group — Includes Advanced Brake Assist, Forward Collision Warning Plus ²¹ , rain-sensing windshield wipers, Auto High-Beam Headlamp Control, Adaptive Cruise Control with Stop and Go ²² , LaneSense Lane Departure Warning with Lane Keep Assist ²⁴ , Surround-View Camera ²⁵ , ParkSense Front/Rear Park Assist with Stop ²⁶ , Parallel and Perpendicular Park Assist ²⁵							
Comfort Group — Includes ventilated front seats, heated steering wheel and power eight-way passenger seat							o
Exterior Appearance Group — Includes bright roof rails and 18-inch wheels							o
Hands-Free Sliding Doors and Liftgate Group — Includes hands-free sliding doors and liftgate							
Safety Tec Group — Includes ParkSense Rear Park Assist with Stop ²⁶ , Blind Spot Monitoring ¹⁹ and Rear Cross-Path Detection ²⁵	o	o	s	s	s	o	
Trailer Tow Group — Includes trailer wiring harness, Trailer Sway Control heavy-duty radiator and 220-amp alternator on Limited and Class 1 truck receiver							o
Uconnect Theater Package — Includes 220-amp alternator, 115v auxiliary power outlet, 13 Alpine [®] speakers, wireless headphones, video remote control, HDMI input, USB charge port in third row, two 10-inch seatback touchscreens, USB port, Blu-ray/DVD player							o
Uconnect Theater and Sound Group — Includes 220-amp alternator, 115v auxiliary power outlet, 20-Harman Kardon [®] speakers, wireless head phones, video remote control, HDMI input, two 10-inch seatback touchscreens, USB port, 760-watt amplifier, Blu-ray/DVD player							o
Seating for Eight and 20-inch Wheels Group — Deletes Tri-Pane Panoramic Sunroof							o
13-Speaker Alpine Sound Group — Includes 13 Alpine speakers, third-row USB charge port, Uconnect 8.4				o			
20-Speaker Harman Kardon Sound Group — Includes 20 speakers and 760-watt amplifier					o		
s — standard o — optional p — package f — fleet only							



PACIFICA LX

Select standard equipment for LX

powertrain
3.6L Pentastar® V6 9-speed Automatic Transmission

Active Noise Cancellation (ANC)
Active Grille Shutters
6 Speakers
Capless Fuel Fill
Adaptive Cruise Control¹³
Deep-tint Glass
Keyless Enter 'n Go™

ParkView® Rear Back-Up Camera¹⁵
Power Locks
Power Front and Second-row Windows
Stow 'n Go® Seating
Three-zone Manual Climate Control
Tilt/Telescoping Steering Wheel
Uconnect® 5.0



standard wheel
17-inch Cast Aluminum Fully Painted Tech Silver (WFN)



optional wheel
17-inch Cast Aluminum Fully Painted Tech Silver (WGZ)

PACIFICA TOURING

Select standard equipment over LX

powertrain
3.6L Pentastar V6 9-speed Automatic Transmission

Additional Charge-only First-row USB Port
Automatic Headlamps
Interior Door Handle LED Lamps
Power Sliding Doors
Rear Reading Courtesy Lamps
Remote Proximity Entry on All Doors



standard wheel
17-inch Cast Aluminum Fully Painted Tech Silver (WFN)



optional wheel
17-inch Cast Aluminum Fully Painted Tech Silver (WFS)

PACIFICA TOURING-L

Select standard equipment over Touring

powertrain
3.6L Pentastar V6 9-speed Automatic Transmission

Blind Spot Monitoring¹⁶ and Rear Cross-Path Detection¹⁵
Body-color Exterior Mirrors
Bright Bodyside Moldings
Bright Door Handles
Fog Lamps

Heated Front Seats
Leather-trimmed Seating
LED Taillamps
Power Liftgate
Three-zone Automatic Climate Control
ParkSense® Rear Park Assist with Stop¹⁵
Remote Start¹⁵
Stow 'n Place® Black Side Roof Rails with Integrated Crossbars



standard wheel
17-inch Cast Aluminum Fully Painted Tech Silver (WFS)



optional wheel
18-inch Cast Aluminum Fully Painted Tech Silver (WPR)

PACIFICA TOURING-L PLUS

Select standard equipment over Touring-L

powertrain
3.6L Pentastar® V6 9-speed Automatic Transmission

Heated Second-row Seats
Heated Steering Wheel
Perforated Leather-trimmed Seats

Stow 'n Place® Bright Side Roof Rails with Integrated Crossbars
Uconnect® Theater
Uconnect 8.4-inch Radio
7-inch Driver Information Display (DID)
13 Speakers



standard wheel
17-inch Cast Aluminum Fully Painted Tech Silver (WGZ)



optional wheel
18-inch Cast Aluminum Fully Painted Tech Silver (WPR)

PACIFICA LIMITED

Select standard equipment over Touring-L Plus

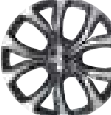
powertrain
3.6L Pentastar V6 9-speed Automatic Transmission

Chrome Exterior Mirrors
Hands-free Sliding Doors and Liftgate
High Intensity Discharge (HID) Headlamps
Uconnect 8.4 NAV Radio
LED Fog Lamps

Premium Leather-trimmed Seats
Second-row USB Charge Ports
Auto-dimming Exterior Driver-side Mirror
Power Folding Third-row Seat
Stow 'n Vac
Tri-Pane Panoramic Sunroof
Ventilated Front Seats



standard wheel
18-inch Cast Aluminum Fully Polished Tech Grey pockets (WPD)



optional wheel
20-inch Cast Aluminum Polished face with Tech Grey pockets (WPA)

PACIFICA TOURING HYBRID

Select standard equipment for Touring Hybrid

Active Noise Cancellation (ANC)
Automatic Headlamps with Time-off Delay
Body-color Power Heated Mirrors
Bright Door Handles
Daytime Running Lamps (DRLs)
Deep-tint Glass
Fog Lamps
Leather-wrapped Steering Wheel
LED Taillamps

ParkView® Rear Back-Up Camera¹⁵
Power Locks
Power Sliding Doors
Power Windows
Three-zone Automatic Climate Control
Uconnect 8.4-inch Radio
6 Speakers
8-way Power Driver Seat



standard wheel
17-inch Cast Aluminum Fully Painted Tech Silver (WGZ)

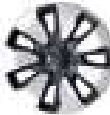
PACIFICA LIMITED HYBRID

Select standard equipment over Touring Hybrid

Bright Bodyside Molding
Chrome Mirrors
Hands-free Liftgate and Sliding Doors
Heated Front Seats
Leather-trimmed Seating
ParkSense® Rear Park Assist with Stop¹⁵
Remote Start¹⁵
Uconnect 8.4 NAV Radio



standard wheel
17-inch Cast Aluminum Fully Painted Tech Silver (WGZ)



optional wheel
18-inch Cast Aluminum Polished/Painted Tech Silver (WPU)

DEF
DEALER E-PROCESS



Authentic Chrysler Accessories

The all-new 2017 Chrysler Pacifica embodies family utility and sleek, sporty style. A wide range of Authentic Mopar® Accessories, crafted specifically for the versatile ingenuity of the modern Pacifica, lets you take your family's active lifestyle even further. From Sport and Cargo Carriers to Premium Protection Parts, Mopar helps the crew and all its gear go the distance. Visit your local Chrysler dealership to see the full line of Authentic Accessories for the all-new Chrysler Pacifica.



Stow 'n Go® Cargo Bins.

Lightweight bins fit seamlessly within the Stow 'n Go compartments, providing additional storage options when the second-row seats are not in the stowed position. Sold as a set of two.



All-Weather Mats.

These molded, custom-fit mats feature deep grooves to trap and hold water, snow and mud, protecting your vehicle's carpet from the elements. The mats, a must during inclement weather, are sold as a set of five. All-Weather Cargo Mats is also available.



Roof-Mount Ski and Snowboard Carrier.

This convenient carrier holds up to six pairs of skis, four snowboards or a combination of the two. Carrier opens from either side and features corrosion-resistant lock covers. Carrier mounts to the standard Stow 'n Place® Roof Rack System or Roof Rack Kit.



Hitch-Mount Bike Carrier.

Hitch-mount carrier comes in two-bike and four-bike styles (both fit two-inch receivers). Each style folds down to allow your vehicle's luggage to open without having to remove bikes. Carrier features carrying dampers and security cable.



Premium Cargo Carpet Mat.

This premium, substantial cargo mat helps protect your vehicle's carpeting. The mat is custom-contoured for a precise fit and is constructed with a superior-gripping backing to help keep it firmly in place. Mat also features a Chrysler metal badge logo and removes easily for cleaning. Set of five Premium Carpet Floor Mats is also available.



Hitch Receiver.

Receiver increases towing capacity to up to 1,800 lb. with weight-distributing equipment. The Hitch Ball Mount and Wiring Harness are sold separately.



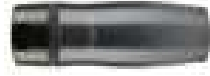
The Chrysler Collection • Imported From Detroit®

Bring the Chrysler brand style and distinction to your lifestyle in and out of your vehicle with authentic professional, active, travel and home accessories and apparel for your favorite Chrysler enthusiast. Shop the complete collection to show you know what earned luxury is all about at collection.chrysler.com



Chrysler Twill Cap Item# 10FU7

Not your traditional baseball cap with its attention to detail. Available in grey. Specifications: Made of brushed cotton twill. Embroidered Chrysler logo on front and embossed Chrysler logo on back buckle.



Chrysler 14-oz Vacuum Tumbler Item# 10ERR

The ultimate laser-engraved titanium tumbler: a refreshing combination of advanced technology and elegant practicality. Available in titanium. Specifications: Dual-wall construction. Stainless steel vacuum insulation. Screw-on lid. Push-button locking closure. Laser-engraved Chrysler logo on one side.



IFD Black T-shirt Item# 10ZYT

Do you have the know-how that runs generations deep? Prove it with this exceptionally soft, hard-working tee. Available in black. Specifications: Durable rib neckband. Imported From Detroit (IFD) logo on full front chest and back of neck in silver. Made in USA.



Chrysler Chrome Key Ring Item# 117J3

This Chrysler-branded chrome key ring lets you easily keep all your keys neatly organized. Specifications: Metal with vinyl strap and chrome trim. Chrome hinged ring with three detachable split rings. Laser-engraved Chrysler name is placed on strap. Available in navy.



Chrysler OGIO® Mercuro Backpack Item# 11DF5

Specifications: Fleeces-lined pocket for digital media/ audio or valuables. Side mesh beverage pocket. Comfortable straps with elastic shock absorbers, sunglasses loop and elastic pocket. Fits most groups. Dimensions: 13-1/2" W x 19" H x 5-1/2" D. Available in black.



Chrysler Vintage Script T-shirt Item# 10YUG

Vintage style and simplicity will set this tee apart from the pack. Available in heathered navy. Specifications: Preshrunk 65% polyester/35% cotton sheer jersey. Chrysler vintage logo screen-printed on front.

mopar.com

collection.chrysler.com



*Properly secure all cargo. Sold separately. *Check User Guide for hitch type, load capacity and heavy-duty equipment required. Do not exceed rated tow capacity of this vehicle as equipped. Trailer may require items not supplied by Mopar.

WARRANTIES

Chrysler vehicles are covered by an FCA US LLC 3-year or 36,000-mile Basic Limited Warranty (excludes normal maintenance and wear items), as well as a 5-year or 60,000-mile Powertrain Limited Warranty that is fully transferable and includes Roadside Assistance services: Flat Tire, Lockout, Towing, Out of Gas/Fuel Delivery and Battery Jump Assistance. Ask your dealer for details and a copy of these limited warranties.

AUTOMOBILITY

The FCA US LLC Automobility Program provides aftermarket reimbursement incentives on adaptive vehicle uplift equipment in order to help provide safe and reliable vehicle modifications to enhance accessibility for all people. For more information, call (800) 255-9877 or visit chryslerautomobility.com

SIRIUSXM® SATELLITE RADIO¹²

SiriusXM Satellite RadioTM delivers over 150 channels, including commercial-free music, sports, news, talk, entertainment, traffic and weather. Factory-installed SiriusXM Satellite RadioTM includes a one-year subscription. For more information, go to siriusxm.com

MOPAR OWNER CONNECT

STAY CONNECTED. Your Chrysler vehicle ownership gives you the credentials to access extensive vehicle information, service and maintenance records, recall notifications and special offers through whatever device you prefer – computers, smartphones or tablets! Register your Chrysler brand vehicle at owners.chrysler.com or download the **Chrysler Vehicle Owners** app for free at either the Apple or Google Play stores.



Earn 3 points per \$1 on qualifying purchases made at FCA US qualifying purchases everywhere else with the new Chrysler MasterCard.²⁰ For more information or to activate your account, merchandise or gift cards.

5 YEAR / 60,000 MILE
POWERTRAIN LIMITED WARRANTY

[illegible]

©2016 FCA US LLC. All Rights Reserved. Chrysler, Jeep, Dodge, Ram, the Chrysler wing design, Automobile, Imported From Detroit, LanSense, Mopar, the Mopar Owner Connect design, Mopar Vehicle Protection, Pentastar, Stow 'n' Go, Stow 'n' Place and Uconnect are registered trademarks and Keyless Enter 'n' Go, KeySense, SafetyTec and Stow 'n' Vac are trademarks of FCA US LLC.

[illegible]

This brochure is a publication of FCA US LLC. All product illustrations and specifications are based upon current information at the time of publication approval. FCA US LLC reserves the right to make changes from time to time, without notice or obligation, in prices, specifications, colors and materials, and to change or discontinue models, which are considered necessary for the purpose of product improvement or for reasons of design and/or marketing.

74-383-2711

MOPAR® VEHICLE PROTECTION

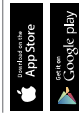
Mopar Vehicle Protection has a vested interest in your satisfaction and owner experience with your new Chrysler brand vehicle. This is the only extended protection provider backed by the manufacturer, FCA US LLC. We stand behind every Mopar Vehicle Protection plan with certified, factory-trained technicians and the use of authentic Mopar parts. Your plan is honored at over 2,600 dealerships within the United States, Canada, Puerto Rico and Mexico. Be sure to ask for a Mopar Vehicle Protection plan at your dealership, call (800) 442-2666 or visit www.moparvehicleprotection.com

Join us



Join fellow enthusiasts and tell your story by posting comments, participating in discussions, and sharing your Chrysler vehicle photos and videos. Join our community on Facebook (facebook.com/Chrysler), follow us on Twitter (twitter.com/Chrysler), Google+ (plus.google.com/+Chrysler), Instagram (instagram.com/Chrysler), Pinterest (pinterest.com/Chrysler) and on YouTube (youtube.com/TheChryslerChannel). Thank you for following.

GO MOBILE



Take an engaging, multimedia tour of your Pacifica on your mobile device. Log on to the [Chrysler.com](#) mobile site for a comprehensive, at-a-glance review of what you need to know about your vehicle. Experience interactive demonstrations of the entire lineup, gaining access to product information at your fingertips, wherever you go.

**3 YEAR / 60,000 MILE
POWERTRAIN LIMITED WARRANTY**

AUTOMOBILITY
SALES • SERVICE • PARTS • ACCESSORIES

SiriusXM[®] 12
SATELLITE RADIO

CUMMIS CONNECT[™]
VEHICLE PROTECTION
MONITORING

Uconnect[™]

[illegible]

©2016 FCA US LLC. All Rights Reserved. Chrysler, Jeep, Dodge, Ram, the Chrysler wing design, Automobile, Imported From Detroit, LanSense, Mopar, the Mopar Owner Connect design, Mopar Vehicle Protection, Pentastar, Stow 'n' Go, Stow 'n' Place and Uconnect are registered trademarks and Keyless Enter 'n' Go, KeySense, SafetyTec and Stow 'n' Vac are trademarks of FCA US LLC.

[illegible]

This brochure is a publication of FCA US LLC. All product illustrations and specifications are based upon current information at the time of publication approval. FCA US LLC reserves the right to make changes from time to time, without notice or obligation, in prices, specifications, colors and materials, and to change or discontinue models, which are considered necessary for the purpose of product improvement or for reasons of design and/or marketing.

74-383-2711



DEALER E-PROCESS



IMPORTED FROM DETROIT®

1-800-Chrysler
Chrysler.com



Chrysler is a registered trademark of FCA US LLC.

EXHIBIT D

EXHIBIT D

BOTTINI & BOTTINI, INC.

Francis A. Bottini, Jr.

writer's direct: 858.926.2610
fbottini@bottinilaw.com

April 7, 2022

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

FCA US, LLC
5000 Birch Street, Suite 10000
Newport Beach, CA 92660

Agent for Service:
C T Corporation System
330 North Brand Boulevard, Suite 700
Glendale, CA 91203

Re: **Notice of Violation of California's Consumers Legal Remedies Act and Demand for Relief Pursuant to Cal. Civ. Code § 1782**

To Whom It May Concern:

Bottini & Bottini, Inc. represents Robyn Reilman ("Plaintiff") owner of a 2018 model Chrysler Pacifica Plug-in Electric Vehicle ("PHEV"). Mrs. Reilman will seek to represent a nationwide class of all owners and lessees of 2017 to 2018 Chrysler Pacifica PHEVs (the "Class Vehicles"), and in the alternative, a California class of the same persons. This letter is to serve as notice and demand for corrective action by FCA US, LLC ("FCA"), pursuant to the Consumers Legal Remedies Act, California Civil Code §1782(d).

Plaintiff alleges that FCA engaged in deceptive acts and practices, including by misrepresenting the quality and safety of Class Vehicles. As a result, Class Vehicles are at heightened risk of spontaneous fire.

FCA's conduct violates California consumer protection law, including California's Consumers Legal Remedies Act, California Civil Code §1750, *et seq.*, because FCA:

- a. misrepresented the source, sponsorship, approval, or certification of goods or services in violation of the Consumers Legal Remedies Act, Civ. Code §1770(a)(2);
- b. represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have in violation of the Consumers Legal Remedies Act, Civ. Code §1770(a)(5); and

Letter to FCA US, LLC

April 7, 2022

Page 2

- c. represented that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another in violation of the Consumers Legal Remedies Act, Civ. Code §1770(a)(7).

Mrs. Reilman and the other similarly situated purchasers and lessees of the Class Vehicles (“the Class”) have suffered harm as a result of these violations. FCA sent consumers of Class Vehicles notices admitting, “a vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage,” and that, “the remedy for this condition is not currently available.”

With this letter, Bottini & Bottini, Inc., on behalf of Plaintiff, and all other similarly situated persons, demand that you correct your business practices and take prompt action.

Please direct all communications or responses regarding this notice to the following counsel:

Francis A. Bottini, Jr.
BOTTINI & BOTTINI, INC.
7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
Telephone: (858) 914-2001
fbottini@bottinilaw.com

REQUESTED REMEDIES

Plaintiff DEMANDS THAT WITHIN THIRTY DAYS you remedy your violations by doing the following:

- I. Subject to monitoring and confirmation by Plaintiff’s counsel, compensate proposed class members for all injuries caused by FCA’s misrepresentation of the quality and safety of Class Vehicles resulting in Class Members’ harm, including costs associated with the repair needed to ensure Class Vehicle functionality and safety, restitution of all monies paid for the sales price of the Class Vehicles and diminished value of the Class Vehicles.
- II. Immediately cease the above-described violations of the CLRA.
- III. Immediately engage in a corrective campaign to fully disclose material information about the Class Vehicles’ risk of fires.
- IV. Pay into a court-approved escrow account an amount of money sufficient to pay Plaintiff’s reasonable attorneys’ fees and costs.

Please contact us within thirty days to discuss FCA’s implementation of these remedies.

Letter to FCA US, LLC

April 7, 2022

Page 3

Sincerely,

s/ Francis A. Bottini, Jr.

Francis A. Bottini, Jr.
for BOTTINI & BOTTINI, INC.

7021 1970 0000 5302 2607

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

NEWPORT BEACH, CA 92660

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$3.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

Sent To: **PCA US, LLC**
 Street and Apt. No., or PO Box No.: **5000 Birch Street Suite 10000**
 City, State, ZIP+4®: **Newport Beach, CA 92660**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

0037
 APR 7 2022
 LA JOLLA, CA 92037
 MAIN OFFICE
 Postmark Here

7021 1970 0000 5302 2591

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Glendale, CA 91203

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$3.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

Sent To: **CT Corporation System**
 Street and Apt. No., or PO Box No.: **320 N. Brand Blvd, Ste. 700**
 City, State, ZIP+4®: **Glendale, CA 91203**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

0037
 APR 7 2022
 LA JOLLA, CA 92037
 MAIN OFFICE
 Postmark Here

EXHIBIT E

EXHIBIT E

BOTTINI & BOTTINI, INC.

Francis A. Bottini, Jr. (SBN 175783)

fbottini@bottinilaw.com

Nicholaus H. Woltering (SBN 337193)

nwoltering@bottinilaw.com

7817 Ivanhoe Avenue, Suite 102

La Jolla, CA 92037

Telephone: (858) 914-2001

Facsimile: (858) 914-2002

Email: fbottini@bottinilaw.com

nwoltering@bottinilaw.com

Attorneys for Plaintiff Robyn Reilman,
on behalf of herself and all others similarly
situated.

UNITED STATES DISTRICT COURT**CENTRAL DISTRICT OF CALIFORNIA**

ROBYN REILMAN, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

FCA US, LLC,

Defendant.

CASE NO.:

**CLRA VENUE DECLARATION OF
PLAINTIFF ROBYN REILMAN PURSUANT
TO CALIFORNIA CIVIL CODE SECTION
1780(d)**

1 I, ROBYN REILMAN, hereby declare:

2 1. I have personal knowledge of the facts stated herein and, if called upon to do so, could
3 competently testify thereto.

4 2. I am a Plaintiff in the above-captioned action.

5 3. I submit this declaration in support of the Complaint, which is based in part on violations
6 of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

7 4. The Complaint has been filed in the proper place for trial of this action.

8 5. Defendant FCA US, LLC, is headquartered in the state of Michigan.

9 6. I reside in the City of Valley Glen, County of Los Angeles, California.

10 7. I purchased a 2018 Chrysler Pacifica PHEV in California from Chrysler Dodge Ram
11 Jeep, a dealership located in the City of Chatsworth, County of Los Angeles, California.

12 I declare under penalty of perjury pursuant to the laws of the State of California, that the
13 foregoing is true and correct. Executed this 4/7/2022 | 1:19 PM PDT day of April 2022 at _____,
14 California.

15 

16 _____
17 ROBYN REILMAN
18
19
20
21
22
23
24
25
26
27
28